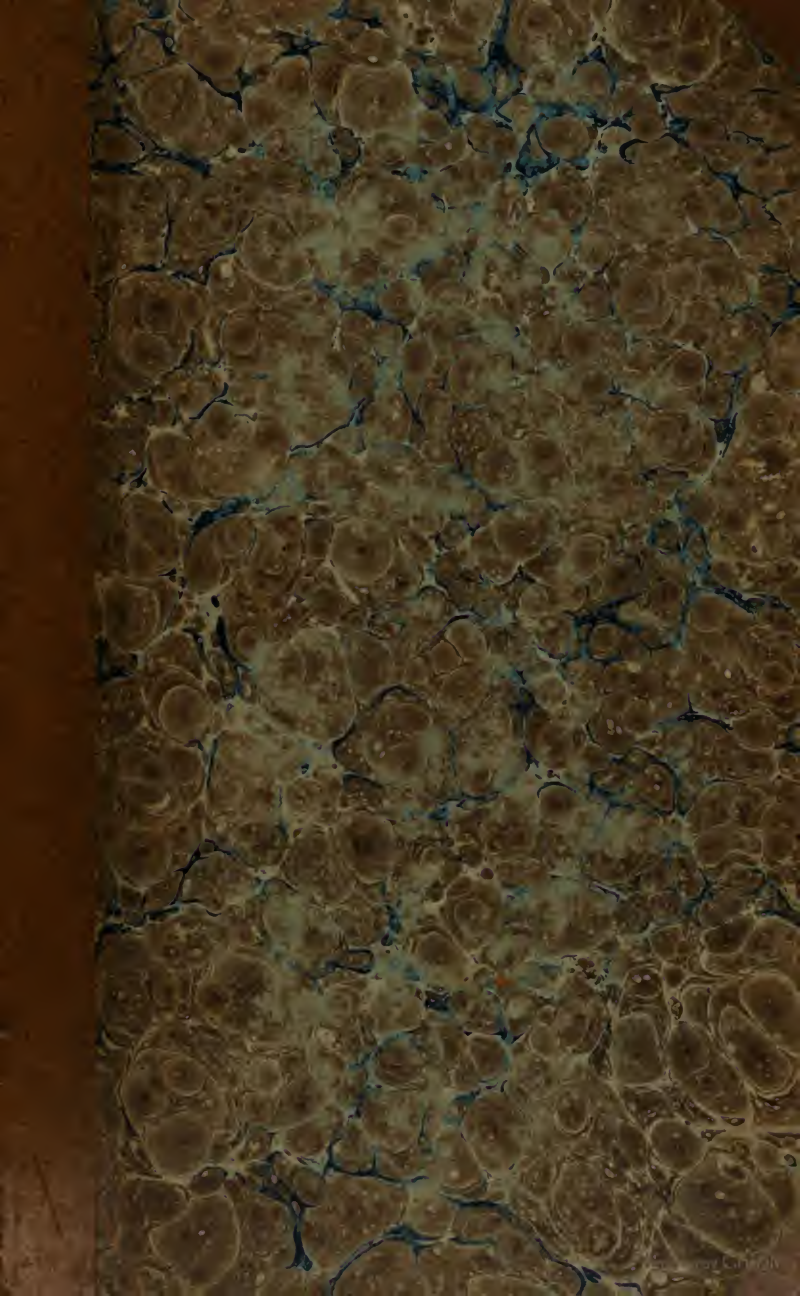
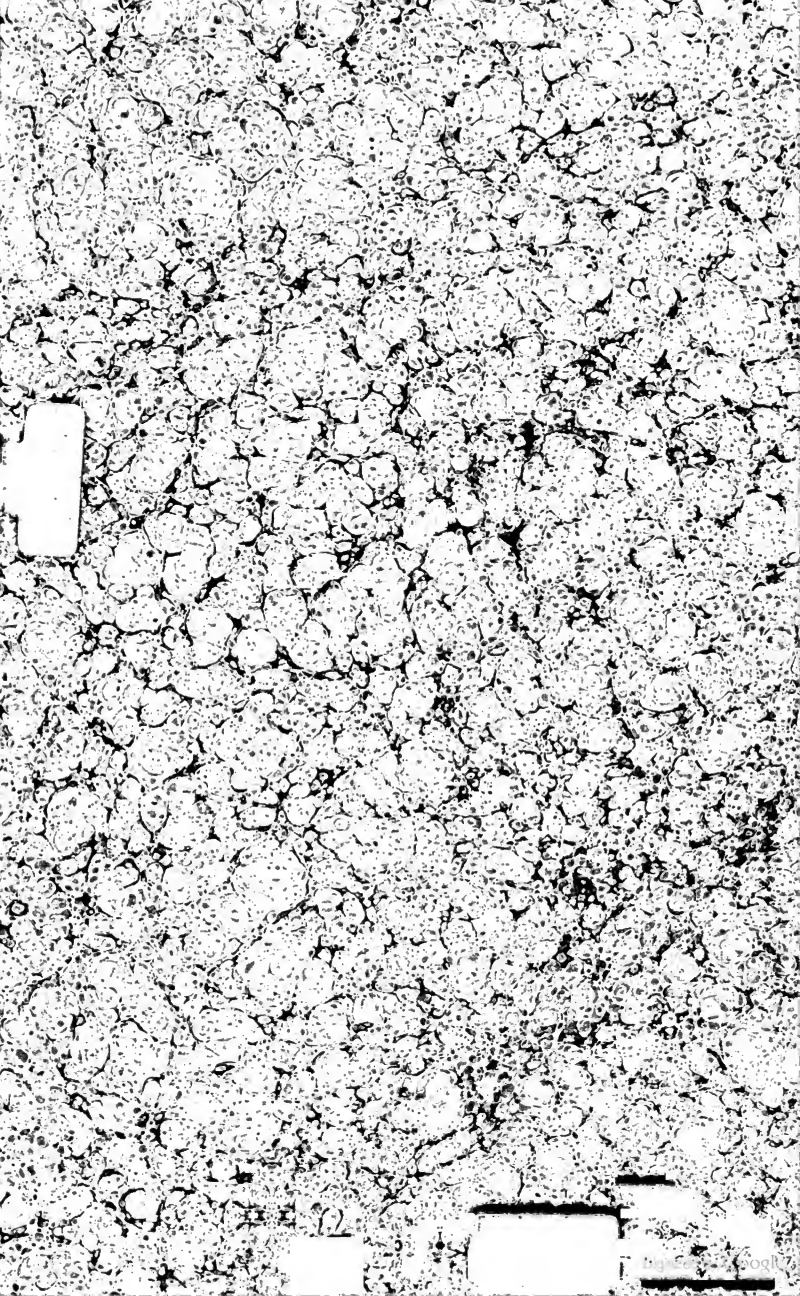
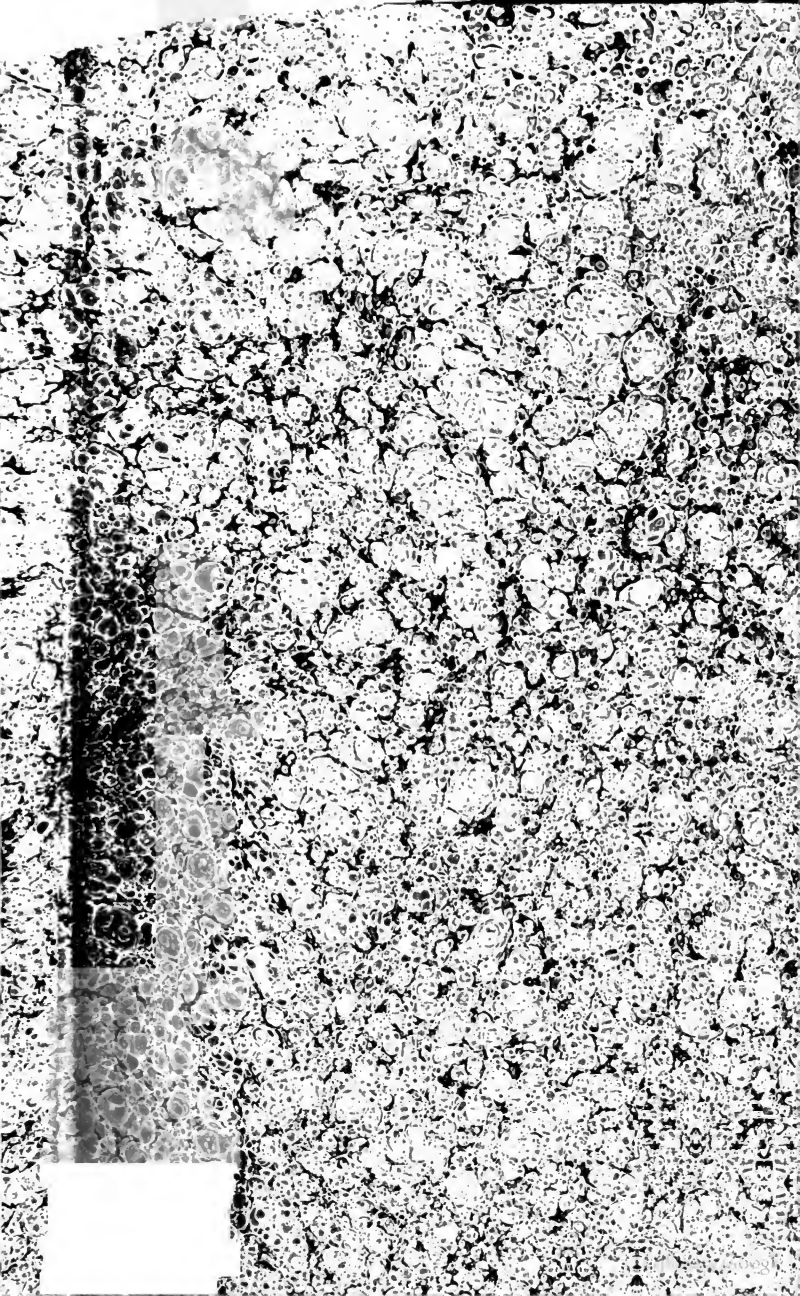








P. Eng. $\frac{184.9}{12}$

REPORTS
FROM
COMMITTEES:

FOURTEEN VOLUMES.

—(6.)—

CONTRACT PACKET SERVICE;
DEBTS FROM FOREIGN GOVERNMENTS;
ENTAILED ESTATES;
EXPIRING LAWS; HOUSE OF COMMONS OFFICES;
KITCHEN AND REFRESHMENT ROOMS (HOUSE OF COMMONS);
MARRIAGE (SCOTLAND); MILITIA ESTIMATES;
PRIVATE BILLS; STANDING ORDERS REVISION;
STRANGERS.

Session
1 February — 1 August 1849.

VOL. XII.

1849.

This Book
is to be preserved in
The Bodleian Library
Oxford
1849



REPORTS FROM COMMITTEES:

1849.

FOURTEEN VOLUMES:—CONTENTS OF THE

SIXTH VOLUME.

N.B.—*THE Figures at the beginning of the line, correspond with the N° at the foot of each Report; and the Figures at the end of the line, refer to the MS. Paging of the Volumes arranged for The House of Commons.*

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R E P O R T

FROM THE

SELECT COMMITTEE

ON

CONTRACT PACKET SERVICE;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE,

MINUTES OF EVIDENCE,

APPENDIX, AND INDEX.

Ordered, by The House of Commons, to be Printed,

27 July 1849.

Jovis, 26^o die Aprilis, 1849.

Ordered, THAT a Select Committee be appointed to inquire into the CONTRACT PACKET SERVICE.

Veneris, 4^o die Maii, 1849.

Committee nominated:

Sir James Hogg.
Mr. Cardwell.
Sir William Clay.
Mr. Cowper.
Mr. Alderman Thompson.
Mr. FitzRoy.
Mr. Hastic.
Mr. Mangles.

Mr. Thomas Baring.
Mr. Bankes.
Mr. William Brown.
Mr. Childers.
Mr. Willcox.
Mr. Grogan.
Mr. Henley.

Ordered, THAT the Committee have power to send for Persons, Papers, and Records.

Ordered, THAT Five be the Quorum of the said Committee.

Jovis, 10^o die Maii, 1849.

Ordered, THAT Mr. Thomas Baring be discharged from further attendance on the Committee; and that Mr. Elliot be added thereto.

Veneris, 20^o die Julii, 1849.

Ordered, THAT the Order of 4th May, that Five be the Quorum of the Committee, be discharged; and that Three be the Quorum of the said Committee.

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R E P O R T.

THE SELECT COMMITTEE appointed to inquire into the CONTRACT PACKET SERVICE, who were empowered to Report their Opinion, together with the MINUTES OF EVIDENCE taken before them, to The House;—HAVE considered the Matters to them referred, and have agreed to the following RESOLUTIONS:

1. THAT so far as the Committee are able to judge, from the Evidence they have taken, it appears that the Mails are conveyed at a less cost by Hired Packets than by Her Majesty's Vessels.

2. THAT some of the existing Contracts have been put up to public tender, and some arranged by private negotiation; and that a very large sum beyond what is received from Postage is paid on some of the lines: but considering that at the time these Contracts were arranged the success of these large undertakings was uncertain, Your Committee see no reason to think better terms could have been obtained for the Public.

3. YOUR Committee recommend great caution either in renewing the existing, or in forming new arrangements. They suggest that if it be decided to renew the existing Contracts, the most strict and searching inquiry should be instituted, by some responsible Department of the Government, into the cost of the execution, into the manner in which the service has been performed, and into the profits resulting from the several transactions to the Companies by which they have been respectively carried on; and if it should be decided to put up the several Contracts to public tender, ample notice, and full particulars, of the terms and conditions of the service required should be given to the Public, as being the means most likely to secure a real competition by responsible parties.

27 July 1849.

PROCEEDINGS OF THE COMMITTEE.

Veneris, 11^o die Maii, 1849.

MEMBERS PRESENT:

Mr. William Brown.
Mr. Henley.
Mr. Willcox.
Mr. W. Cowper.

Mr. H. FitzRoy.
Mr. Cardwell.
Sir J. Hogg.

Mr. HENLEY was called to the Chair.

The Committee deliberated as to their course of proceeding.

[Adjourned to Monday, at One o'clock.

Lunæ, 14^o die Maii, 1849.

MEMBERS PRESENT:

Mr. HENLEY in the Chair.

Mr. Cowper.
Sir J. Hogg.
Mr. W. Brown.
Mr. Cardwell.
Mr. H. FitzRoy.
Mr. Elliot.

Mr. Mangles.
Mr. Archibald Hastie.
Mr. Bankes.
Sir W. Clay.
Mr. Grogan.
Mr. Willcox.

Commander *Bevis*, R. N., examined.

Mr. *Page* examined.

Mr. *James Reay* examined.

On the question being asked, "Does it consist with your knowledge that there is a very strong feeling upon this subject in the community to which you belong?"

Mr. Cowper objected to the question.

The witness withdrew.

Question put, "That the question be put to the witness."

The Committee divided:

Ayes, 4.

Mr. Cardwell.
Mr. Brown.
Mr. Willcox.
Mr. Grogan.

Noes, 5.

Sir J. Hogg.
Sir W. Clay.
Mr. Cowper.
Mr. FitzRoy.
Mr. Mangles.

The Committee deliberated.

[Adjourned to Friday next, at One o'clock.

Veneris, 18^o die Maii, 1849.

MEMBERS PRESENT:

Mr. HENLEY in the Chair.

Mr. Elliot.
Mr. Willcox.
Mr. Cowper.
Mr. Mangles.
Mr. Grogan.
Mr. Brown.

Mr. Cardwell.
Mr. FitzRoy.
Sir W. Clay.
Mr. Bankes.
Mr. Childers.

The

The Committee deliberated.

Mr. C. W. Williams examined.

Mr. G. W. Parkins examined.

[Adjourned till Friday, June 1st, at One o'clock.

Veneris, 1^o die Junii, 1849.

MEMBERS PRESENT:

Mr. HENLEY in the Chair.

Mr. Brown.
Mr. Elliot.
Sir J. W. Hogg.
Mr. Cowper.
Mr. FitzRoy.

Mr. Willcox.
Mr. Grogan.
Mr. Mangles.
Mr. Alderman Thompson.

The Committee deliberated.

Mr. Thomas Collins examined.

Mr. George Worth examined.

The Committee deliberated.

Motion made, and question proposed (Mr. Brown), "That the Chairman be instructed to move The House that the Committee now sitting on the Contract Packet Service be instructed to inquire into the expense paid by the Post Office and Admiralty for carrying the letters to the port of embarkation and *in transitu*, and also as to the best routes for conveying them to their final destination, both as to cost and time."

Question put.

The Committee divided:

Ayes, 4-
Mr. Brown.
Mr. Willcox.
Mr. Grogan.
Mr. Alderman Thompson.

Noes, 5.
Sir J. Hogg.
Mr. Cowper.
Mr. FitzRoy.
Mr. Elliot.
Mr. Mangles.

Motion made, "That this Committee consider it to be within the prescribed scope of their inquiries to investigate the cost of the Government Mail Service between Holyhead and Kingstown."—(Mr. Mangles).

Motion, by leave, withdrawn.

[Adjourned to Monday next, at One o'clock.

Lunæ, 4^o die Junii, 1849.

MEMBERS PRESENT:

Mr. HENLEY in the Chair.

Mr. Brown.
Mr. FitzRoy.
Mr. Grogan.
Mr. Willcox.

Mr. Cowper.
Sir J. Hogg.
Mr. Mangles.

Mr. T. C. Croker examined.

Mr. George Worth examined.

[Adjourned to Friday next, at One o'clock.

Veneris, 8^o die Junii, 1849.

MEMBERS PRESENT:

Mr. HENLEY in the Chair.

Mr. Willcox.
Mr. Cowper.
Sir James Hogg.

Sir W. Clay.
Mr. Bankes.
Mr. Brown.

Mr. T. C. Croker further examined.

Mr. G. Worth further examined.

Mr. T. C. Croker further examined.

[Adjourned till Friday next, at One o'clock.]

Veneris, 15^o die Junii, 1849.

MEMBERS PRESENT:

Mr. HENLEY in the Chair.

Sir J. Hogg.
Mr. Cowper.
Mr. Willcox.

Mr. FitzRoy.
Mr. Brown.
Mr. Childers.

No business done.

[Adjourned to Friday, 22d, at One o'clock.]

Veneris, 22^o die Junii, 1849.

MEMBERS PRESENT:

Mr. HENLEY in the Chair.

Mr. FitzRoy.
Sir J. W. Hogg.
Mr. Willcox.
Mr. Cowper.

Mr. Brown.
Mr. Mangles.
Mr. Childers.

Mr. T. C. Croker further examined.

[Adjourned to Monday, at One o'clock.]

Lunæ, 25^o die Junii, 1849.

MEMBERS PRESENT:

Mr. HENLEY in the Chair.

Sir J. Hogg.
Mr. Mangles.
Mr. Willcox.
Mr. Cowper.
Mr. Childers.

Mr. Cardwell.
Sir W. Clay.
Mr. Alderman Thompson.
Mr. Banks.

Mr. T. C. Croker further examined.

Mr. John C. Mason examined.

[Adjourned to Friday next, at One o'clock.]

Veneris, 29^o die Junii, 1849.

MEMBERS PRESENT:

Mr. HENLEY in the Chair.

Mr. FitzRoy.
Mr. Brown.
Mr. Willcox.
Mr. Cowper.

Mr. Cardwell.
Sir W. Clay.
Mr. Childers.

Mr. T. C. Croker further examined.

Mr. A. Henderson examined.

[Adjourned to Friday next, at One o'clock.]

Veneris, 6^o die Julii, 1849.

MEMBERS PRESENT:

Mr. HENLEY in the Chair.

Mr. Willcox.
Mr. Elliot.
Mr. Childers.
Mr. Brown.
Mr. FitzRoy.

Mr. Cardwell.
Sir J. Hogg.
Mr. Cowper.
Mr. Mangles.
Sir W. Clay.

Mr. T. C. Croker further examined.

Mr. R. D. Guthrie examined.

Mr. S. Cunard examined.

[Adjourned to Monday, at One o'clock.

Luna, 9^o die Julii, 1849.

MEMBERS PRESENT:

Mr. HENLEY in the Chair.

Mr. FitzRoy.
Mr. Brown.
Mr. Willcox.
Sir J. Hogg.

Mr. Cardwell.
Mr. Cowper.
Sir W. Clay.

The Committee deliberated.

Mr. A. Henderson further examined.

[Adjourned to Friday next, at One o'clock.

Veneris, 13^o die Julii, 1849.

MEMBERS PRESENT:

Mr. HENLEY in the Chair.

Mr. Cardwell.
Mr. Fitzroy.
Mr. Willcox.
Mr. Elliot.
Mr. Brown.

Mr. Cowper.
Mr. Mangles.
Mr. Bankes.
Sir J. Hogg.

The Committee deliberated.

Mr. Cunard further examined.

Mr. Henderson further examined.

Mr. Croker further examined.

Mr. G. Worth further examined.

[Adjourned to Monday next, at One o'clock.

Luna, 16^o die Julii, 1849.

MEMBERS PRESENT:

Mr. Henley.
Mr. Brown.

Mr. Elliot.
Mr. Willcox.

A quorum of Members not being present, the Chairman adjourned the Committee to Friday, the 20th July, at One o'clock.

Veneris, 20^o die Julii, 1849.

MEMBERS PRESENT:

Mr. HENLEY in the Chair.

Mr. FitzRoy.
Mr. Elliot.
Mr. Cowper.
Mr. Willcox.
Mr. Brown.

Mr. Bankes.
Mr. Mangles.
Sir W. Clay.
Sir J. Hogg.

Committee deliberated.

Mr. A. Henderson further examined.

The witness withdrew.

Committee deliberated.

Mr. Worth further examined.

Mr. Croker further examined.

Captain Chappell, R.N., examined.

Order of The House (4th May), making five the quorum of the Committee, read, and discharged. Three to be the quorum.

[Adjourned to Monday next, at One o'clock.]

Lunæ, 23^o die Julii, 1849.

MEMBERS PRESENT.

Mr. HENLEY in the Chair.

Mr. Brown.
Mr. FitzRoy.
Mr. Cowper.

Sir J. Hogg.
Mr. Willcox.

Captain Chappell further examined.

Mr. Croker further examined.

Witness withdrew.

Committee deliberated.

Mr. Evans called in, and examined.

Committee deliberated.

Mr. Just examined.

[Adjourned to Friday next, at Two o'clock.]

Veneris, 27^o die Julii, 1849.

MEMBERS PRESENT.

Mr. HENLEY in the Chair.

Mr. Cowper.
Sir J. Hogg.
Mr. FitzRoy.

Mr. Wilcox.
Mr. Elliot.
Mr. Mangles.

Resolutions proposed by the Chairman read, as follows:

" 1. That so far as the Committee are able to judge, from the Evidence they have taken, it appears that the mails are conveyed at a less cost by hired packets than by Her Majesty's vessels.

" 2. That

"2. That some of the existing contracts have been put up to public tender, and some arranged by private negotiation; and that a very large sum beyond what is received from postage is paid on some of the lines: but considering that at the time these contracts were arranged the success of these large undertakings was uncertain, your Committee see no reason to think better terms could have been obtained for the public.

"3. Your Committee recommend great caution either in renewing the existing, or in forming new arrangements. They suggest that if it be decided to renew the existing contracts, the most strict and searching inquiry should be instituted, by some responsible department of the Government, into the cost of the execution, into the manner in which the service has been performed, and into the profits resulting from the several transactions to the companies by which they have been respectively carried on; and if it should be decided to put up the several contracts to public tender, the most ample notice, and most full particulars, of the terms and conditions of the service required should be given to the public, as being the means most likely to secure a real and true competition by responsible parties.

Committee deliberated.

Verbal amendments made.

1. *Resolved*, That it is the opinion of this Committee, that so far as the Committee are able to judge, from the evidence they have taken, it appears that the mails are conveyed at a less cost by hired packets, than by Her Majesty's vessels.

2. *Resolved*, That it is the opinion of this Committee, that some of the existing contracts have been put up to public tender, and some arranged by private negotiation; and that a very large sum beyond what is received from postage is paid on some of the lines: but considering that at the time these contracts were arranged the success of these large undertakings was uncertain, your Committee see no reason to think better terms could have been obtained for the public.

3. *Resolved*, That this Committee recommend great caution either in renewing the existing, or in forming new arrangements. They suggest, that if it be decided to renew the existing contracts, the most strict and searching inquiry should be instituted, by some responsible department of the Government, into the cost of the execution, into the manner in which the service has been performed, and into the profits resulting from the several transactions to the companies by which they have been respectively carried on; and if it should be decided to put up the several contracts to public tender, ample notice, and full particulars, of the terms and conditions of the service required should be given to the public, as being the means most likely to secure a real competition by responsible parties.

Ordered to Report accordingly, together with Minutes of Evidence.

EXPENSES OF WITNESSES.

Name of Witness.	Profession or Condition.	Whence Summoned.	Date of Arrival.	Date of Discharge.	Total Number of Days in London.	Expenses of Journey to London and back.	Expenses in London.	Total Expenses allowed to Witness.
						£. s. d.	£. s. d.	£. s. d.
Thomas Bevis -	Commander, R. N.	Liverpool -	May 14 -	May 15 -	2	4 4 -	2 2 -	6 6 -
James Row -	Accountant -	Ditto -	Ditto -	Ditto -	2	3 18 -	2 2 -	6 - -

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MINUTES OF EVIDENCE.

Luna, 14^e die Maii, 1849.

MEMBERS PRESENT.

Mr. W. Brown.
Sir William Clay.
Mr. Elliot.
Mr. Grogan.
Mr. A. Hastis.
Mr. Willcox.

Mr. Cardwell.
Mr. Cowper.
Mr. FitzRoy.
Sir James Hogg.
Mr. Mangles.

J. W. HENLEY, Esq., IN THE CHAIR.

Commander *Thomas Bevis*, R. N., called in; and Examined.

1. *Chairman.*] YOU are in office at Liverpool?—I am.
2. What is your office?—I am Superintendent of Packets and Senior Officer of the Port.
3. How long have you held that office?—I have been rather more than 10 years at Liverpool, and I have held the same office for 14 years, or nearly so.
4. How often is there packet communication between Liverpool and Dublin?—Until August it was twice a day, morning and evening. Since August it has been in the evening, by the contract mail packets under the City of Dublin Company.
5. But then by one company or the other is it twice a day still?—No. The Governments packets were withdrawn in August last. The two lines were closed, the morning line of the Government was taken off, and the packets of the evening line, the contract packets, kept on.
6. Is the line which has been withdrawn carried on elsewhere?—I am not prepared to say it is. There is only one line; as I said, there were two lines until August. The Government line in August was withdrawn.
7. *Mr. Cardwell.*] And transferred to Holyhead?—There was always one line there.
8. The letters which used to go by mail from Liverpool, go by mail from Holyhead?—Yes.
9. *Chairman.*] What is the length of the passage from Liverpool to Kings-town?—The average length of passage throughout the year was 12 hours.
10. What is the longest passage?—In gales of wind it has been 22 hours or thereabouts, or from that to 24, the longest I ever knew.
11. But you have known it as long as 24?—Yes, in extreme cases.
12. What is the shortest passage you have known?—I have been myself in the last new vessels built under the Government; they ran a short time at Liverpool, and the shortest passage was seven hours and 34 minutes. Those vessels are now transferred to Holyhead.
13. What is the shortest passage you have known by the contract packet?—Ten hours.
14. How is that average that you have spoken of, of the 12 hours, arrived at?—By taking the length of the passages throughout the year.
15. Do those packets that carry the mails carry passengers?—They do.
16. Many or few?—Many; I have not it under my control with regard to the number of passengers by the contract vessels, but I know they carry many.
17. That is in your observation?—Yes, in my observation.
18. Are there other packets running from Liverpool to Dublin, that do not carry the mails?—Numerous, that do not carry the mails.
19. Do the steam-boats that run, not carrying the mails, carry more or less passengers?

Commander
T. Bevis, R. N.
14 May 1849.

Commander
T. Bevis, R. N.

14 May 1849.

passengers, as far as your observation goes, than the packets which carry the mails:—They carry a different class of passengers, which sometimes are very numerous indeed.

20. Are they sufficiently supported by the passengers they carry to keep them going?—The vessels that I have last spoken of carry cargo as well as passengers.

21. Do they make the passage in the same time?—No, I should say not.

22. Not so soon?—Not so soon.

23. What is the length in miles between Liverpool and Kingstown?—One hundred and twenty by one passage, and 122 by the other. There are two channels leading out of Liverpool, which makes a difference of about two miles.

24. How long were the Government packets upon the station?—They were there, I should say, 22 years, the Government line.

25. Performing one voyage?—Performing one voyage.

26. Has the service by the contract packets, as far as your judgment goes, been satisfactorily performed?—Perfectly.

27. Have you had any complaints about them?—No, there have been only two instances; one occurred where I was compelled to send a Government vessel in the room of a contract vessel; that was over an extent of 10 years.

28. There have been two instances in which you have been obliged to supply the service by Government vessels?—That is all.

29. Without having to take so strong a step as supplying the service by Government vessels, have you had during that time any complaints?—None whatever.

30. Was it accident that caused you to put on a Government vessel?—It was accident to the machinery in one case, and striking the ground in the other.

31. Are you an officer of the Post Office, or of the Admiralty?—An officer of the Admiralty, a commander; my original appointment was under the Post Office.

32. Is it within your knowledge what length of time the mail takes between London and Liverpool by land?—About six hours.

33. Then the average time between London and Kingstown now is 18 hours?—Yes, it is; that occupies at present the night passage by sea, and the day passage by land.

34. But the average time will be 18 hours, including the passage of the mail from the railroad to the steam-boat?—It would include the whole time between London and Dublin at the sea-side.

35. Eighteen hours?—Yes, 18 hours; but then with the fast Admiralty packets that have been recently taken off, the time was very much reduced for the short time they remained there, because their average passage would be generally eight hours instead of 12.

36. That would reduce the whole time to 14 hours?—Yes, to 14 hours.

37. How long were the Government packets on the station; that is, the fast packets?—Only about four months.

38. What period of the year was it that they were on the station?—They commenced in May and ended in August.

39. Then it was in the summer time?—Yes, it was.

40. How would that be likely to affect the average; are the summer passages ordinarily quicker or slower than the winter passages?—The summer passages are ordinarily quicker, in consequence of the better state of the weather.

41. Then it would not be a just calculation to take the average that you have stated, as against the average of the whole year?—No, it would not; but by adding one hour to it, I should say it would make the average for the whole year.

42. That would be your opinion?—That is my opinion.

43. Mr. Cardwell.] Have you heard that several memorials have been agreed to at Liverpool, deprecating the removal of the contract packet service from Liverpool?—I have.

44. Can you state what those memorials are?—I am not prepared to show what the advantages would be in consequence of the Post Office communication.

45. Are you aware that there is a general preference in choosing a steam-boat that is a Government packet?—That I am quite aware of, from long experience.

46. Mr. Willcox.] You stated that there were numerous other steam-vessels sailing between Liverpool and Dublin?—Yes.

47. Taking

47. Taking passengers of the lower class?—Yes.
 48. That they likewise carry cattle and cargo?—They do.
 49. Do the contract packets carry cattle?—No.
 50. Nor cargo?—Nor cargo.
 51. Mr. *Grogan*.] You stated that you had superintended the packet station at Liverpool ten years?—Yes.
 52. The Government vessels had been 22 years on that station?—Yes.
 53. Do you recollect when the contract packets were employed by Government on that service?—It commenced in June 1839.
 54. Do you recollect the occasion of their being originated by Government?—The mails being removed from Holyhead to Liverpool, in consequence of the railroad being established between London and Liverpool.
 55. Do you recollect any other reason why the contract packets were placed under the consideration of the Government, and were ultimately adopted in preference to their own mails?—No, I do not, beyond that of having two lines.
 56. When the railroad was originally opened between London and Liverpool was there any Government packet out of Liverpool except the morning packet?—No; it was not a morning packet at that time.
 57. At what hour did it start?—In the evening, at seven o'clock.
 58. At what time do the contract packets start at present?—At seven.
 59. Consequently it could not have been the opening of the railway from London to Liverpool that introduced the establishment of contract packets?—I am not prepared to say exactly why a second line was established there; I have been always led to consider it was in consequence of the railroad.
 60. Mr. *Cardwell*.] Was there not a double post from London put on at the time the railway was opened?—Yes.
 61. And the existing packets did the one, and the contract packets were taken to do the other?—Until the contract packets were put on, the Government packets sailed in the evening; but when the contract packets were put on, the contract packets sailed in the evening and the Government in the morning.
 62. Mr. *Grogan*.] After they were put on, which of the two packets, the morning or the evening packets, carried the greater number of passengers?—Unquestionably the evening packet carried the greater amount of passengers.
 63. And it was a great accommodation to the public?—Yes.
 64. Then on the subject of the mail, which was the most important for the public, the morning or evening packet?—The mails carried by the evening packet would leave London in the day, and those that left London in the morning would be carried by the evening packet.
 65. True; but there are other mails carried by the packet besides the London mails; what you have stated is not exactly an answer to my question, which was this, you having said that the evening packet was the more important one as regarded passengers then, in point of mails accommodation, which is most important?—As far as my judgment goes, I should say the mails carried by the morning packet from Liverpool were the most important to the public.
 66. Did it ever reach your knowledge that the establishment of the contract packet, that is, putting on the contract packet at seven o'clock in the place of the Government packet, originated from a strong expression of opinion on the part of the mercantile community of Liverpool of the necessity of such accommodation?—I am not aware that such was expressed; it never came within my knowledge.
 67. Did it ever come within your knowledge, at the time the Government boats sailed at seven o'clock after the Liverpool railway was opened, that what are now the contract packets frequently sailed at the same hour, and arrived in Dublin before them?—No.
 68. It never came to your knowledge?—No, it did not.
 69. A question was put to you relative to the transmission of the Government mail from London; you say it is 18 hours between London and Dublin?—Yes.
 70. At what time does it leave London?—It leaves London in the morning at nine o'clock, or half-past nine.
 71. Is it not 10?—It may be 10.
 72. What time does it arrive at Liverpool?—It arrives at Liverpool at half-past five.
 73. It leaves London at 10, and arrives at Liverpool at half-past five?—Yes.
 74. That is 17½ hours from London to Dublin?—Yes.

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75. Do you know what time express trains take from London to Liverpool?—Six hours, or thereabouts.

76. Do you know any reason why the express train that only carries passengers is to travel one hour and a half faster than the mail train?—Not at all.

77. It arrives in Liverpool at half-past five; what time does it sail in the packet from Liverpool for Dublin?—At seven o'clock.

78. Do you know any reason why it should remain one hour and a half in Liverpool?—No.

79. Then if that hour and half lost in Liverpool, and the hour and half lost in the transmission between London and Liverpool, be deducted from the 18 hours, what will be the result?—Fifteen hours.

80. Do you know what the time of the transmission of the mails from London to Dublin through Holyhead is at present?—I do not know.

81. Mr. *Elliot*.] Are you aware that the mail trains stop for the purpose of taking up the bags at more places than the express train stops at?—I do not know as to that.

82. Mr. *Grogan*.] Are you aware of the time that the contract packets now leave Dublin to bring the mails from Dublin to London?—They leave at half-past four in the afternoon from Kingstown; I am not aware at what time they arrive in London; the object is to get them on by the six o'clock express train in the morning; and when that is saved, the time would be perhaps 14 or 15 hours.

83. Take the average; I suppose you have in your office the means of ascertaining the average passages of the contract and Government packets from Liverpool?—Yes, I have.

84. What would you conceive would be a fair average amount of time for both of those boats to make their passage in?—The "Iron Duke" is one, and the "Trafalgar" is another; they are faster than the others.

85. What would be the average of those two boats?—I should say 10 hours.

86. If therefore 10 hours be a fair average passage for those vessels, and they leave Kingstown at half-past four, at what time would they under ordinary average circumstances leave Liverpool?—Half-past two, and from that to three.

87. And the train from Liverpool leaves at six?—Yes.

88. Consequently from half-past two or three, to six, is so much time lost?—Yes, certainly.

89. Mr. *Willcox*.] Can you recollect what was the consumption of coals per annum of the Government packets prior to August last, prior to the iron boats being put on?—I have no document about me to answer that question; I have in my office; I was not aware that I should be asked that question.

90. Do you know what is the increased consumption in consequence of those four months you say that the iron boats were on; do you know what their consumption was?—The average consumption per horse power per hour would be, I think, 18 lbs., or thereabouts.

91. Upon the previous packets?—The last new packets you are speaking of.

92. Eighteen pounds per horse power per hour?—Yes.

93. *Chairman*.] You stated at first that the average passage from Liverpool to Kingstown was 12 hours?—Yes.

94. You stated then that it was six hours from London to Liverpool?—Yes.

95. From your subsequent statement it appears to have been incorrect, and that it is seven and a half hours that the mail takes in coming down, instead of six?—I must have confused the express train with the ordinary mail.

96. Therefore, in point of fact, there is the hour and half consumed in coming from London to Liverpool, and the hour and half that is passed at Liverpool before the packet starts; that makes nine hours, instead of six, as you stated?—You will observe that I was then speaking of the two lines, the one in the morning and the one in the evening.

97. Confine your statement first to the morning line, which you have been questioned about; you have stated that that takes seven and a half hours, or from ten to half-past five, coming down; that the packets start at seven; therefore nine hours is consumed before the packet starts?—That applies to the evening packets; the contract packets.

98. And the morning day mail from London?—Yes.

99. Are we to add 12 hours to that?—Yes.

100. That

100. That makes 21 hours by the time that the mail gets to Kingstown?—Yes.
101. Let us take the evening mail from London; what time does it arrive at Liverpool in the morning?—Before the packets were taken off it used to arrive at four o'clock in the morning.
102. At what time did it leave London?—I think at that time it was at half-past eight.
103. That would be seven and a half hours; the same time?—Yes.
104. What time did that packet sail from Liverpool?—Immediately the mails were on board; before a quarter past four; it totally depended on the arrival of the train.
105. We must add 12 hours again to that; thus it would be 19 hours and a half for that?—Yes.
106. Twenty-one hours instead of 20?—Yes.
107. Are you in a position to speak to the expense of the Government packets?—No, I have not had to do with the expenses of the Government packets; all the expenses are at the Admiralty; I am not prepared to state the sum exactly.
108. Mr. Grogan.] Do you know the amount of the contract paid to those gentlemen for running the contract packets?—Yes.
109. What was the annual sum?—£.9,000.
110. Have you any doubt that the expenses of the Admiralty, I mean over and above their receipts, in running their boats, considerably exceeds that amount?—The expense was considerable, because it was a large class of vessel intended to serve as vessels of war and packets too.
111. Mr. Wilcox.] What was the horse-power of the new iron vessels that ran for four months?—From 350 to 400.
112. Do you mean they were not all of an equal power?—There was a slight difference, not much.
113. Sir J. Hogg.] What was the power of the "Iron Duke"?—Three hundred.
114. Mr. Brown.] Does the state of tide influence the departure of the mails; from Liverpool you are able to go, I think, at all times of the tide?—There are certain cases which very rarely happen, in gales of wind, which would defer them an hour or so, yet that very seldom happens.
115. You spoke of 24 hours being the longest passage; was there any accident to the machinery in that case?—No, it was stress of weather.
116. Mr. Cowper.] Was the hour at which the Government steamers left Liverpool as convenient to the passengers in general as the hour at which the contract packets leave Liverpool?—It was very inconvenient.
117. And were there any inconveniences in the mode of embarking which deterred passengers from going by that Government line, as compared with the contract line?—There was after the mails were transferred to Birkenhead; there is not the same accommodation on that side to embark passengers as on the Liverpool side.
118. Passengers, on arriving from London, have to wait at Birkenhead until the starting of the vessel for Kingstown?—Yes.
119. Mr. Grogan.] Do you know the process of embarking passengers from Birkenhead by Government boat?—Yes.
120. Will you describe it?—By means of small tenders; that is, by small steam vessels.
121. Is the same process in operation at the Liverpool side by the contract boats?—No; they go alongside a large stage that has been recently constructed, which admits the vessel to go alongside at all times of the tide.
122. Do they invariably go alongside?—Yes, they do.
123. Is there any regulation on the subject?—They can embark at all times, except in extreme stress of weather, when there is much sea on.
124. Have you had it under your own knowledge, that in consequence of the small number of packets plying at certain tides on the river, the contract boats lie out, and the passengers are actually carried on board in the small tenders, on the Liverpool side, as it used to be at the Birkenhead side?—It is not so now.
125. Since when has the change taken place?—I should say within two or three months.
126. Mr. Brown.] Cannot you now with great convenience from the Liverpool side embark both horses and carriages at any time?—Yes.
127. Without the slightest inconvenience?—Certainly.

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128. Mr. Cardwell.] Do you think it would be a public disadvantage if the contract packets were removed from the present station, namely, from Liverpool, to Dublin?—I think so.

129. Mr. Cowper.] To which public would it be a disadvantage; the public of Liverpool, or the public of England in general?—The public in general.

130. Mr. Cardwell.] There is a large conveyance by that route; not from the south, but the east and the north as well?—Yes.

131. Mr. Brown.] You have seen the letter bags going on board those packets; which do you think has the greatest quantity of letter bags on board, the evening conveyance or the morning?—The morning conveyance carries by far the greatest.

132. Mr. Grogan.] Did the Government morning boat, when she sailed from Birkenhead, take the northern mails?—Yes.

133. How were they sent on board?—They all came by the same conveyance to Birkenhead; the transfer I believe took place at Crewe.

134. Chairman.] Were the contract packets of the same number of horse power as the Government packets, or were they more or less?—The Government packets were rather more.

135. All of them?—All of them; there was one called the "Urgent," she was rather under the "Iron Duke;" she was 270, and the "Iron Duke" 300; the three larger Government vessels had engines of 312 horse power.

136. When you spoke of the greater convenience to the public in the Liverpool route, did it apply to the passengers or to the conveyance of the mails?—I should conceive, by having fast vessels on the Liverpool line, that it would be quite equal in speed, both in transmission from one country to the other, as regards passengers and mails.

137. Then if the speed was the same, the conveyance would be equal: confine yourself to the mails, and put the passengers out of your mind; with respect to the conveyance of the mails, could the Liverpool route be in your judgment so accelerated as to make it as quick as the Holyhead route?—I think it could.

138. Mr. Grogan.] Has there been any meeting, or have you heard of any meeting or memorial from Liverpool, on the subject of taking away the direct postal communication?—I have, often.

139. It is generally objected to?—It is.

140. Can you, as a practical man conversant with the port, see any difficulty in the Dublin mails being dispatched from Liverpool on the arrival of the express evening train from London?—That would be at 11 o'clock.

141. Say half-past 11?—I see no inconvenience in it.

142. What would be an average passage for the "Iron Duke," or boats of that class?—I should apprehend a good 10 hours.

143. Then leaving London at five, it would be due in Dublin about half-past nine in the morning?—Yes.

144. How many hours would that be?—That would be 16 hours.

145. You see no practical inconvenience arising from the port itself, from such a mode of communication with Kingstown?—I do not.

146. Mr. Brown.] Is not there a very strong feeling in Liverpool as to the injury that would arise to the trade of that part of the country, and to the country generally, from removing those boats?—I have heard very strong reasons against it.

147. Are you aware of any contemplated change that has been proposed by the Postmaster-general to the Treasury, to dispatch the mail from Liverpool at seven o'clock in the evening, and another at nine o'clock at night, *via* Holyhead?—No, I have not heard anything of that.

Edward Page, Esq. called in; and Examined.

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148. Chairman.] WHAT office do you fill in the Post Office?—I am one of the Clerks under Colonel Maberly.

149. Sir J. Hogg.] In the secretary's office?—Yes, in the secretary's office.

150. Chairman.] The mails to Dublin are at present sent partly by Liverpool and partly by Holyhead?—Yes, they are.

151. How long is it since they have been removed from Liverpool, part of them?—Since the 1st of August, last year.

152. Up to that time in what way was the service carried on, as far as the packets

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packets were concerned?—The London night-mail was sent *via* Birkenhead, by the Government packet, and thence to Kingstown; the London day-mail went by way of Liverpool, and thence by the contract mail packet to Kingstown.

153. Have you, on the part of the Post Office, any reason to be dissatisfied with the mode in which the contract is carried out?—None at all.

154. What was the average time occupied in conveying the evening mail to Dublin from London?—The railway service occupied about eight hours.

155. Mr. W. Brown.] When do you close the mail in London?—At eight o'clock, and the mails which would leave London at a quarter to nine from the Euston-square station, would arrive at Birkenhead at about a quarter past four o'clock in the morning, and be embarked immediately; the average sea passage would be about 11 hours; the packets are under the control of the Admiralty.

155*. Have you any record of the Packet Service in the Post Office?—Yes; which tells every day's passage.

156. Could you furnish from that record, to the Committee, a statement of the average passages for the last two years?—Without any difficulty; there was a Parliamentary Return, but it is not a recent one; it is I believe from 1843 up to 1847.

157. Mr. Grogan.] You have alluded to a Parliamentary Return giving the passages of the boats previous to the change from Liverpool to Holyhead?—Yes.

158. Those were the same boats (the average of which are given in that return) that continued at Liverpool until the recent change?—They are.

159. Consequently that Parliamentary paper would be a fair average of the working of those boats up to the time of the change?—Quite so.

160. Then there is a subsequent paper which was laid on the table of The House, giving the average passage of many of the new boats at Holyhead?—I am not aware of such a printed return.

161. Is there any return of the performances of the new boats laid before Parliament?—I think not, but I have the returns with me; such a return may have been made by the Admiralty, but not by the Post Office.

162. Chairman.] You have nothing to do at the Post Office with the payment of the packets?—Nothing, except the payment happens to be under 500*l.* a year.

163. In this case it is not under that amount?—No.

164. What is the present arrangement for conveying the mails *via* Holyhead, with respect to the time?—The mail leaving London at a quarter to nine at night, reaches Holyhead at 10 minutes before seven in the morning, and is immediately embarked, and the average arrival at Kingstown is about 12.

165. The following morning?—Yes, the following morning, 12 at noon.

166. What is the number of hours occupied?—The land passage occupies 10 hours and 5 minutes, and the average passage of the steamers is about 4 $\frac{1}{2}$ hours.

167. Making together 14 hours and 20 minutes?—Yes; making together 14 hours and 20 minutes.

168. How long has that route been going on?—Since the 1st of August 1848.

169. You have spoken of the average of 4 $\frac{1}{2}$ hours; is that by the winter experience?—When I name that average, I speak since the service first commenced, on the 1st of August, up to the end of April, *i. e.* for nine months.

170. That takes in a large portion of the winter season?—Yes, it does, the whole.

171. You cannot speak, I suppose, of the expense of that conveyance?—No, I cannot. I should like to explain; when I say 4 $\frac{1}{2}$ hours, it is coming back from Kingstown to Holyhead; the passage going over is rather longer; the average is 4 hours and 27 minutes.

172. There are 12 minutes difference between the passage from England and the passage back; it is 12 minutes longer than the return passage from Kingstown?—Yes.

173. Mr. W. Brown.] At a quarter before nine they bring up the mail?—The train leaves the station at that hour.

174. Chairman.] Is there any inconvenience you are aware of that is felt by the transmission of the mails on that route?—On the contrary, great convenience.

175. Has any complaint reached the Post Office from any parties upon the subject,

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subject, that you are aware of?—None at all; on the contrary, great satisfaction has been expressed.

176. You are not aware of any complaints having been expressed by any parties, of inconvenience arising from that change of route?—None at all.

177. *Mr. W. Brown.*] Are you not aware of some remonstrances or memorials to the Postmaster-general to continue things as they are, and not to change them, in consequence of the inconvenience arising to the general trade of Liverpool?—No complaints were received relative to the change in August last, but complaints have been received relative to the proposed change next month.

178. *Mr. Cardwell.*] What you are now speaking of is the proposal to remove the day mail?—I am speaking of the day mail.

179. *Chairman.*] The day mail has not been removed?—No, it will be changed next month.

180. *Mr. Elliot.*] What are the conveniences obtained by the change of the night mail?—Acceleration of speed.

181. How much?—Four hours.

182. Winter and summer?—Yes.

183. More in winter, probably?—Considerably; in winter six hours.

184. *Mr. Willcox.*] That is from Liverpool, not London?—Dublin would gain four hours in the summer and six in the winter, in the transit from London to Dublin.

185. *Mr. W. Brown.*] How much sooner does the evening mail arrive in Dublin than the usual time of delivery; I mean the mail that you dispatch at a quarter to nine from town, and which arrives in Dublin at 12 o'clock; does it arrive in time for the morning delivery?—No.

186. The consequence is that those letters cannot be answered on that day, and therefore a whole day is lost?—There is a special class of letter carriers reserved for delivering those letters arriving at 12 o'clock; they are delivered immediately on their arrival.

187. *Mr. Grogan.*] What would you call immediately?—I should say about an hour, or an hour and a half.

188. That would be half-past one?—Yes.

189. What time would the bags be closed to make up the return day mail from Kingstown?—The box would close about half-past three.

190. And the letters are delivered practically to the merchants at about half-past one, and the return boxes are closed at half-past three?—Yes.

191. Do you consider that ample time for business transactions?—I am not a judge, but I should say not.

192. With regard to the Holyhead line, are you conversant with the sums paid to the railway?—To what railway?

193. To any railway, for the conveyance of letters?—Yes, certainly.

194. Has it occurred to the boats on the Holyhead station that from stress of weather, or other circumstances, they have been too late for the train at Holyhead?—Not once that I have heard of, since the 1st August, when the service commenced.

195. *Chairman.*] Is it within your knowledge at all, the cost of the packet service at Liverpool; the present cost?—I know that the payment is 9,000 *l.* a year.

196. Is it within your department to know how that contract is made?—No; the contract was made by the Admiralty.

197. Entirely?—Entirely.

198. Is any receipt upon the part of the packets within the Post Office Department?—No, it is not.

199. None at all?—None at all.

200. Do you affix penalties, or do the Admiralty affix penalties, for non-performance of the duty?—The Admiralty do.

201. Entirely?—Entirely.

202. Is it altogether by the Admiralty?—Yes, altogether by the Admiralty.

203. Have you had occasion during the continuance of this contract to make any complaint with regard to the way in which the service has been done?—I can only speak within the last seven years; during that time I have heard of no complaint; I cannot speak before that.

204. The last seven years you have heard of no complaint?—No complaint at all.

205. *Mr.*

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205. Mr. Cardwell.] We understand that it is proposed to discontinue the contract packet service from Liverpool to Dublin; can you inform the Committee in what mode the Post Office propose to carry the letters?—They propose to send the mail that now goes by way of Liverpool, by the route of Holyhead.

206. At what time will that mail leave London?—The mail will leave as it now does; we shall not alter the regular day-mail train in consequence, but it has been proposed to the Treasury to employ an additional mail, to give London the benefit of a dispatch as late as five o'clock, by the express train, sending that mail by the route of Holyhead.

207. So that the road stations, that is the intermediate stations such as Wolverton and those other places, will send their letters down by the present day mail, but the London bag will go down by the express train as late as five o'clock?—Yes.

208. Do you know how the Liverpool and Manchester letters are to go?—To be forwarded by train from Birkenhead to Chester, falling in at Chester with the train from London to Holyhead.

209. At what hour?—Nine o'clock in the evening from Liverpool.

210. And at what time would those letters arrive at Dublin?—They would arrive at Dublin at about seven in the morning, as at present.

211. At the same time they now do; that is about seven or half past?—Yes.

212. When would they be delivered to the public in Dublin?—As soon as possible after they arrive, by the separate class of letter carriers reserved now for the delivery.

213. They would be in the hands of the public between nine and ten in the morning?—Yes, about that time.

214. And at what hour at night would the dispatch from Dublin for Liverpool and Manchester be made?—At half-past six, from Kingstown. As soon as the tubular bridge over the Menai Straits is completed, we shall gain sufficient time to admit of a dispatch from the Dublin office at seven o'clock, and Kingstown at about half-past seven.

215. And be delivered in Liverpool?—And be delivered in Liverpool by the earliest delivery in the morning, by eight or nine o'clock.

216. When you gave me the time just now of the mail from London or Liverpool to Dublin, do you mean the time as it is now, or the time it will be when the tube is completed?—Both; it would be the same; there would be no time gained, as far as Liverpool or London are concerned, going down; the time at Chester would be the same.

217. The delivery in Dublin would be a little sooner?—Certainly, slightly.

218. What would be the time of arrival of the mail in Dublin when the tube is completed?—Instead of about half-past seven, it would be seven or a little earlier.

219. Are you aware that considerable objection has been taken at Liverpool to the proposal for discontinuing the present contract packet service?—Yes, I am.

220. Are you aware that some of the objections have been taken upon grounds which it is not proposed to meet by the plan you now suggest?—Yes, I am; on the score of passenger traffic, and not with reference to mail traffic.

221. Chairman.] The objections to discontinuing the existing contract packets are mainly upon the ground of passengers?—As I understand them, they are wholly upon that ground.

222. Mr. Grogan.] What would be the intended hour of dispatch of letters from Liverpool for Dublin?—There will be the dispatch at nine in the evening there will be but one dispatch of letters from Liverpool.

223. One dispatch in the 24 hours?—One dispatch in the 24 hours.

224. At what hour?—Nine o'clock at night.

225. And there will be only one arrival there?—There will be only one arrival.

226. I am confining myself to Dublin?—There will be only one arrival from Dublin.

227. That will be in the morning?—It will be in the morning early.

228. I thought you had been speaking about the dispatch at seven from Liverpool?—From the Dublin Post-office at seven, when the arrangements are completed; I do not think I said anything about the dispatch from Liverpool at that hour.

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229. Sir *W. Clay*.] The dispatch at eight o'clock at night, when the tubular bridge is completed, will be delivered at 12 next day at Dublin?—Yes.

230. And then the dispatch at five o'clock in the afternoon from London, when will that be delivered?—At about seven. Eight o'clock is the regular night dispatch from London for the whole of the kingdom; and it is proposed to have a previous dispatch at five, simply for the communication between London and Dublin.

231. Five o'clock in the afternoon?—Yes.

232. Mr. *Grogan*.] Then a letter posted before half-past three in the afternoon will be sent by that?—Yes.

233. Sir *W. Clay*.] Supposing the tubular bridge finished, what will be the clear gain of time between the routes by Holyhead and Liverpool; that is, when all the arrangements are completed and in the most perfect state, what will be the gain in the transmission of letters, comparing Holyhead with Liverpool; I want your opinion as to the exact difference, under the best possible circumstances, per both routes?—If you went by Liverpool, you would not be able to leave Liverpool before five o'clock in the morning; taking the quickest voyage, the average would be about eight or nine hours, that would give the arrival in Dublin between one and two: by the Holyhead route we now arrive at 12 o'clock; I calculate we shall arrive at about half-past 11 when the tubular bridge is finished; it would be two and a half hours' gain under the best circumstances.

234. By the five o'clock train would there be a greater saving still?—The comparison would be the same; the express train to Liverpool or Chester would be the same thing.

235. The result, as between the two routes, under the best possible circumstances, will be a saving of two and a half hours?—I should say very nearly three hours.

236. Mr. *Grogan*.] Then when the plan which you describe is carried out, there will be a morning dispatch at ten, an afternoon dispatch at five, and a night dispatch at half-past eight?—Yes, quite so.

237. What would be the hours of leaving Dublin for London?—The night mail now leaves Dublin at 11 o'clock in the morning, which mail arrives in London at five o'clock the next morning.

238. Is that to be continued?—It will be continued.

239. At the same hour?—Yes, the same hour, 11 in the morning; the day mail will leave at half-past six from Kingstown, giving an arrival at one o'clock next day.

240. What will the third be?—There will be no third.

241. Are we to have only two, therefore?—There will be three mails going down, but there are only two packets, and therefore two mails arrive in Dublin at the same time.

242. Mr. *Brown*.] Take the cases separately; and first as to the night mail; at what time will a letter dispatched from London arrive in Dublin?—The night mail that left at a quarter to nine reached Birkenhead at half-past four, was immediately embarked, and the average passage was, say from 10 to 11 hours.

243. That arrived at Dublin when?—From two to four.

244. Now take the morning mail?—That leaves at 10 o'clock in the morning, arrives at Liverpool at five, is detained there until seven, starts at seven, an average passage of about 12 hours and a half, and arrives in Dublin about half-past seven in the morning.

245. Now the intended route, what would that do?—The intended alteration will give a dispatch from London at five o'clock in the afternoon, instead of 10 in the morning; with an arrival at Dublin at the same time as now, i. e. at seven.

246. Mr. *Grogan*.] I understood you that there were three mails down?—The 10 o'clock mail will remain for those letters that may be posted in time for it and for the road letters; it is a general dispatch to all parts of the kingdom, but such letters as are in the office would be sent out by that dispatch; when it arrives at Chester it will be detained until the arrival of the five o'clock express train; then all the letters by the 10 o'clock and five o'clock dispatch will be sent off to Holyhead and Dublin.

247. They would remain in Chester how long?—From four in the afternoon till 20 minutes past 10 in the evening.

Mr. James Reay, called in; and Examined.

Mr. James Reay.

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248. Mr. Cardwell.] ARE you Secretary of the Guardian Society for the protection of trade at Liverpool?—I am.

249. Has your society memorialized the Government upon the subject of the Dublin mail contract?—They have.

250. What was the purport of your memorial?—The purport of the memorial was against the withdrawal of the present contract.

251. Will you state some of the principal grounds upon which your society objected to the removal and discontinuance of this contract?—One ground of objection is this, that the importance of Liverpool connected with the manufacturing districts is such, that they consider they ought to have an independent mail to Dublin, in the first place; the second is, that they would consider that the new arrangement proposed to be made for the conveyance of the mail *via* Chester and Holyhead, taking the district of Yorkshire and Lancashire, would be much more expensive than that by the present route direct from Liverpool to Dublin.

252. You think it would entail upon the Post-office conveyance a much higher charge?—Yes; and upon the passenger traffic a heavier charge still.

253. Will you be so good as address yourself first to the additional expense you think that would throw upon the Post-office service?—It is reported that the Treasury, I think, are under an undertaking with the Holyhead Railway Company to pay some 30,000 *l.* per annum, subject to their carrying two mails, if I understand rightly; then we have now a contract with the Dublin Company at 9,000 *l.* per annum, from Liverpool to Dublin alone, while if we pay 30,000 *l.* per annum to the Holyhead line, we should have the extra expense of the conveyance from Holyhead to Dublin by the Government boats.

254. Besides the cost to the Post-office are there other grounds connected with the general trade and commerce of the district, which it appears to your society render this change inexpedient?—We consider the direct conveyance by the Government boat a much more valuable conveyance than a goods or cattle boat carrying deck passengers.

255. You mean the contract boats?—Yes; there are large boats belonging to the Dublin Company that carry, I understand, cattle, heavy luggage, and deck passengers, as well as cabin passengers; the contract boats carry only cabin passengers. If we are deprived of the direct Government boat, we shall be deprived of that precision of conveyance for passengers that we now have.

Veneris, 18^a die Maii, 1849.

MEMBERS PRESENT:

Mr. Banks.
Sir W. Clay.
Mr. Cardwell.
Mr. Elliot.
Mr. Grogan.
Mr. Willcox.

Mr. Childers.
Mr. Cowper.
Mr. W. Brown.
Mr. FitzRoy.
Mr. Mangles.

J. W. HENLEY, Esq., IN THE CHAIR.

Charles Wye Williams, Esq., Examined.

256. Chairman.] YOU are connected with the Steam Company which carry the mails from Liverpool to Kingstown?—I am. C. W. Williams, Esq.

257. What office do you hold?—I am the founder and managing director of the Company. 18 May 1849.

258. How long have you been so?—Twenty-five years; since its first establishment.

259. How long has the Company held the present contract?—Ten years.

260. What is the price paid; has it been one uniform price?—One uniform price.

261. What is it?—£. 9,000.

262. What service is rendered for that 9,000 *l.*?—We undertake to convey the mails to and from Liverpool daily, starting in the evening from both sides.

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263. What

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263. What vessels are employed, and of what size, and of what horse-power?—The contract requires vessels of only 160-horse power; but the Company have always had vessels of double the power for their own sakes; because the passenger revenue was their great revenue. The contract sum of 9,000 *l.* was very insignificant for the service; but inasmuch as we carried the evening mail, we looked to the passengers as a source of our revenue.

264. Therefore, for your own purposes and profit it answers to employ the larger vessels?—Yes.

265. What number of vessels do you keep to supply that contract?—We keep three vessels always in the service in the summer, and during the winter months we keep four, also a tender.

266. What number of cabin passengers are the vessels that you now employ calculated to carry?—From 100 to 120.

267. Upon what calculation do you number your passengers; how do you arrive at that?—We have berths for them.

268. It is by the berths then?—Yes.

269. Do you carry any other description of passengers besides cabin passengers?—We occasionally carry a few deckers; but they are generally soldiers, who perhaps will not wait till the next day.

270. Is the price an uniform price for all those cabin passengers?—Always the same as the Government packets; we consented to adopt the same rate that the Admiralty did when they had the morning service; they fixed the rate, in fact.

271. That was part of the agreement?—No, that was not part of the agreement; but that was the understanding, that we should not run in opposition to each other, and we fixed the rate at one amount for passengers.

272. Speaking generally, did the trade between the two places usually afford a full freight of passengers?—At present it is very much diminished.

273. I am speaking antecedently to the removal of the other packets?—Antecedently it gave us a fair return; but since the Admiralty packets have gone to Holyhead a large portion of the passengers have been taken away, so much so that the contract is now anything but a desirable one; we have no desire whatever to retain it on the terms and on the conditions which I have before me, and which are very severe; there is a penalty of 300 *l.* in the case of any default, and a penalty of 100 *l.* for every hour that the vessel is not ready to receive the mail.

274. That is at starting?—Ready to receive the mail at the hour fixed; the consequence of that is that we are obliged to keep those extra vessels; now the fact of keeping a single extra vessel is equal to the whole contract money; the whole contract money is 9,000 *l.*, and even one additional vessel is more than that money; so that we have three, and occasionally four and a tender, which is five, to do the service of two vessels.

275. You could not calculate to perform the service that is required, a vessel each way daily, without some relay of vessels?—No; but we would put other vessels on if we were not bound to a particular hour, so as to require one constant reserve vessel for the service.

276. You consider that very onerous, do you, to have to start at an exact hour always?—Yes, as we are liable to those penalties if we have not a vessel always ready at that hour.

277. What does the sum of 9,000 *l.* afford for each trip?—Nine thousand pounds is about 1 *s.* 9 *d.* per mile, I believe.

278. How many trips do you make in those vessels in the year, each way?—Three hundred and sixty-five, in and out, in the year, that is twice 365 times in the year.

279. Can you tell the Committee how much money that amounts to for each trip; the 9,000 *l.*?—Not unless I calculated it.

280. The sum you receive is 1 *l.* for each passenger, and if you get a full freight, that full freight is 100 to 120 passengers; now I ask if you know what is the proportion, or have you any objection to tell the Committee what is the proportion between the freight earned by the passengers and the Post-office money?—We carried, in the last six months, 11,301.

281. Six months ending when?—On the first of this month.

282. What proportion of that time had the Holyhead line been running?—The whole of the time; I believe they began in August last.

283. Can you tell us what per-centage of falling off there was in those six months as compared with the previous six months?—I cannot tell the exact per-centage;

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centage; but the number of passengers have fallen off considerably, so much so as to make the contract anything but a desirable one.

284. Could you furnish the Committee, upon another day, or put in a statement of the number of passengers carried the preceding six months?—I could do it, but not now.

285. Can you supply the Committee with it?—Yes.

286. Should you have any objection to do so?—No, I should have no objection to do so; but it would not tell the falling off by reason of the adoption of the Holyhead line, because we should take the six months prior to their running.

287. The Holyhead line has been in operation more than six months?—Since August.

288. Would you furnish that account for the six months preceding the opening of the Holyhead line?—I will endeavour to do so.

289. Would there be any difficulty or trouble to you in furnishing it for a year or two before?—I do not think there would be any difficulty; it would be going back and taking each daily return.

290. Has the number of passengers in your ships increased or decreased within the last two or three years?—During the first three years of our contract they were low, and then they increased, and the service became a fairly remunerative one, when the introduction of the Holyhead Admiralty packets seriously diminished the number of passengers and the revenue.

291. Do you take horses?—No, none, except the horses and carriages of passengers; we take them the same as the Admiralty packets did.

292. Are there a considerable number of passengers, horses and carriages conveyed?—A considerable number; and we carried 566 deckers in the same time in the last six months, and they were principally soldiers.

293. What do they pay?—I think it is 5s. a head that we carry troops for; generally they pay that.

294. Was there any stipulation in the contract with the Government as to the size of the vessel with relation to the horse-power to be employed?—No, I think not; it only tells the horse-power: it says, "That the said Company shall and will at all times during the continuance of this contract, at their own cost, provide and keep seaworthy and in complete repair a sufficient number (not less than eight) of good, substantial and efficient steam-vessels, with engines of not less than 160 horse-power to each vessel, for the service hereby contracted to be performed."

295. Mr. Grogan.] Is there any maximum of time, that is, are you bound to perform the run in a certain time?—There is no maximum of time; but there is a Government officer on board whose duty it is to see that no time is lost; in fact, the vessel may be said to be under his control.

296. You are not bound to perform the run in any certain number of hours?—Certainly not.

297. Chairman.] Can you give the horses and carriages in the statement of freight as well as the deck passengers?—I can.

298. Mr. Brown.] Have you ever paid any penalty to the Post-office for non-performance of duty?—Never.

299. Mr. Elliot.] Had the rule been strictly adhered to, should you have been liable to such penalty?—We never missed; we were twice, I believe, not to our time, but that was in consequence of some accident in the machinery.

300. And the penalty was not called for?—No; I believe there is an exception in the contract where there is a just cause for delay.

301. Mr. Brown.] In the event of your not being under those severe penalties, would you be able to substitute any other of your packets, in order to keep the time pretty regularly, without going to such heavy expense as you now do; would you be able by two or three vessels, in the event of accident, to substitute one for the others?—Yes.

302. So that you could perform the duty with three if you were not under those heavy penalties?—With a tender we could perform the duty. If we had not the contract, and were not bound as regards the terms of the contract, we should, perhaps, not go every day; we would go at hours most convenient to ourselves.

303. And then the public would suffer?—We would go at hours more convenient to the public, perhaps; and it is a question whether we should go the entire of the winter; we would then make the concern a money-making concern; at present we think we are hardly treated by the Government, in giving us an

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tional duty without even a notice. Lately the hour was changed from half-past six in the evening to half-past four, which is an inconvenient hour in Dublin; and the result is, that we lose a great many passengers from leaving Dublin so early; the consequence is, that the passengers remain over till the next morning for the Holyhead packets. Not only is the hour changed, but we are expected to make every effort to catch the Liverpool mail, that starts at six o'clock, by which means the passengers leaving Dublin in the evening by our packets are in London next day; a service impracticable with vessels of 160 horse-power.

304. *Chairman.*] At what time do you start from Kingstown?—At half-past four from Kingstown.

305. That gives you 13 hours to be in time for the morning mail?—We rarely start exactly at half-past four; and then when we arrive at Liverpool, there is the necessary delay in landing and going to the railway, and so on. We very rarely miss the mail.

306. Have you, on the part of the Company, received from any of the passengers complaints of being over-crowded, or want of sufficient accommodation in the vessels?—There has been no complaint of being over-crowded, we rather complain of the reverse.

307. I am not asking if you complained, but whether you, on the part of the Company, have received complaints from any of the passengers, as against your servants taking a number of persons on board that could not be accommodated?—We rarely have taken more than the number that could be accommodated.

308. *Mr. Brown.*] You have the means of making temporary berths on the lockers?—We have rarely had any necessity for that.

309. You have had sufficient berths?—Yes; generally about 50 passengers was our average, but we have berths for an increased number; there are occasions, of course, when many more people are crossing.

310. *Chairman.*] But, in fact, you have had no complaint?—No; there could be none; there has been no ground for it.

311. *Mr. Brown.*] Can you tell the Committee at what you estimate the deterioration of your vessels running in the Government service; what per-centage do you allow for that?—About six per cent. per annum: some companies estimate it higher; that is in addition to the charge for maintenance, which we consider to be eight to ten per cent.

312. Sixteen per cent. would effectually repair the vessels and pay for the deterioration?—Yes, 16 per cent.

313. *Mr. Cardwell.*] Your services have been performed at an average of something more than 12*l.* a trip; 730 trips for 9,000*l.*?—Yes.

314. Are you of opinion that the Admiralty or the Post-office, or any department of Government, maintaining packets of their own, and taking the advantage which the traffic between Liverpool and Dublin affords them, could conduct the Post-office service so cheaply and safely as at 12*l.* a trip?—No, it cost the Admiralty four times that when they did the service themselves.

315. *Mr. Cowper.*] You stated that the circumstance which enabled you to do it so cheaply was the great amount of passengers you obtained?—Yes.

316. With reference to the answer which you gave just now, in which you said you charged from 14 to 16 per cent. for deterioration and repairs, will you state whether there are any other items that you would charge, in order to get at the annual cost of your vessels to your Company?—We should charge five per cent. more for insurance.

317. *Mr. Mangles.*] Do you insure?—We do; we do not pay five per cent., for there is a Company who insure all our vessels at less than that; but five per cent. is a fair sum to calculate for insurance.

318. *Mr. Cowper.*] You charge five per cent.?—In estimating what will be a fair charge against a vessel, we think five per cent. is a fair sum.

319. And would you put any other charge, in order to make your estimate for the annual expense?—Something in the way of interest or profit on capital; I have taken that at six per cent. for 20 years.

320. *Mr. Brown.*] My question was this: if it cost you five or ten per cent. per annum to keep a vessel in repair, and she may be imagined to be done in seven, eight or ten years, what per-centage would you allow annually in order to renew the vessel when completely done?—I say six per cent.; a vessel may, however, be considered to be fairly worked 20 years.

321. And six per cent. would embody the renewal fund, and eight per cent. for the repairs?—Yes.

322. That

322. That would be 14 per cent. ?—Yes.

323. *Mr. Mangles.*] Then 14 to 15 per cent. will cover the average annual repair, and cover the renewal?—Yes.

324. *Mr. Cowper.*] And, as I understand, you would add five per cent. for insurance, and six per cent for interest of capital?—Yes.

325. *Chairman.*] And you estimate your vessels to last 20 years, one with another?—Yes.

326. *Mr. Elliot.*] You stated, I think, that in consequence of the removal of the packets to Holyhead, you had suffered a considerable loss in passage-money?—Yes.

327. Has that loss arisen more on the passage to or the passage from Dublin?—Pretty much the same; it is generally the same going and coming.

328. And it continues so?—Yes, and it continues so.

329. But you stated that you had lost some passengers by the change of hours?—Yes.

330. Is that on both sides?—No, on the Dublin side alone; the other remains the same; at Liverpool no change of hour has taken place.

331. Then your receipts ought to be greater from than to Liverpool; but I understand you to say that they are the same?—I cannot say exactly how that is, but when I give in the return that will be seen.

332. *Mr. Mangles.*] Am I understand you to calculate this 14 or 16 per cent. upon the assumed value of the steam-vessel?—On the actual cost.

333. Say it cost you 1,000 *l.* building, you charge 14 or 16 per cent. upon that?—Yes.

334. Will you go on charging that, or take off, as the vessel grows older?—We take off occasionally from the capital account a certain sum. We have sold and lost vessels, and have struck them off the capital account; and when we purchase new vessels we put them to that account.

335. *Mr. Cardwell.*] Do you make the account in this way; do you charge six per cent. for wear and tear, eight or ten per cent. for repairs, five per cent. for insurance, and six per cent. for the interest of the money?—Yes.

336. Being about 25 upon the whole?—Yes.

337. Supposing a vessel to have cost you 30,000 *l.* when new, at the end of the first year you would take six per cent. for renewal, and enter her in your books at 30,000 *l.* less six per cent. ?—Practically it comes to that.

338. That is to say less about 2,000 *l.* ?—We have vessels more than 20 years in service, and still sound good vessels.

339. Still, if six per cent. was the rate of allowance for wear and tear, then a vessel which had cost 33,000 *l.* would be worth, at the end of the first year, 31,000 *l.* as it would stand in your books?—She always stands in our books the same.

340. *Mr. Mangles.*] You will have a per contra credit of 2,000 *l.* against her?—Yes, which we lay out in new vessels: as that fund accumulates, we take off a percentage upon the original cost; the vessel stands at the same figure in the books, with this exception, that we occasionally took off, at one time 30 per cent., at another time we took off 10 per cent., and so we do in proportion as we consider it right according to the wear and tear of the vessel; and as the reserve fund accumulates we go on purchasing out of that fund; we are now purchasing a vessel; we must purchase it out of that fund; we have no other fund to keep up our fleet; every new vessel we build is out of that fund.

341. *Mr. Brown.*] You merely estimate the new vessel by this six per cent. per annum upon the original cost, and that enables you to replace her with a new vessel when she is worn out?—Yes, the renewal fund would be to keep up our fleet.

342. *Mr. Mangles.*] At what average speed do your vessels travel?—Our mail vessels run, say 10 to 11 knots an hour, and sometimes more; our other vessels run at different rates, according to the cargo they carry.

343. Supposing they were competent to run from 15 to 18 miles an hour, would not the wear and tear be much greater, and would not they therefore wear out much sooner, and consequently would not the sum necessary to replace them be much greater?—In the case of a vessel running at a higher speed, supposing her frame and her machinery to be suited to that speed, I should not say because she was running at that higher speed, she being proportioned to it, that therefore she was deteriorated, as might be the case with a railway engine or railway carriage.

344. Would the vessel herself be shaken more?—No, I do not think she would; mere speed would not injure her, if proportionably constructed.

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345. *Chairman.*] You say the mail packets run 10 to 11 miles an hour?—Yes.

346. What speed do the other packets run?—In proportion to their cargo.

347. Can you tell the Committee about what it is?—From six to eight knots an hour.

348. Which do you find, from your experience, that the vessels which run eight miles an hour, or those which run at 10 or 11 miles an hour, suffer the greater deterioration?—We do not find any difference.

349. *Mr. Brown.*] Do packet-ships take in cargo?—No, nothing but the mails and passengers, and the horses and carriages of passengers.350. *Mr. Mangles.*] You do not think that vessels being built for a higher rate of speed, and having machinery made for it, would suffer more in proportion than vessels built for a lower rate of speed?—Not if they run at a rate which the engineer considers the engines at fair working speed can accomplish; you may force an engine by a higher pressure of steam, and under those circumstances there would be a greater injury done to the machinery, but not to the vessel, I should think. The weather, also, should be taken into account.351. *Sir William Clay.*] Has your Company in contemplation the building of vessels to run from London to Dublin with equal speed with the Government packets that now ply from Holyhead to Dublin; take, for instance, the "Banshee"?—The Government packets that run between Holyhead and Dublin are not at all suited for the voyage from Liverpool to Dublin; they are overpowered, and that overpowering of the vessels has in the result materially injured them; they run at a very high rate.

352. Supposing the mails to have been continued from Liverpool to Dublin, would it have answered to have had vessels with speed equal to that of the "Banshee"?—I do not think that a vessel suited to the Liverpool and Dublin line could be made to run at the rate that some of the Government packets run at from Holyhead with the necessary accommodation for passengers.

353. Supposing that the Government proposed to have a new contract for vessels to run at the same rate of speed as the "Banshee," would you take it at 9,000 *l.* a year?—At the same rate as the present contract I would not take it.354. Not now making allowance for difference of distance, supposing the Government had proposed to you a fresh contract, *via* Liverpool, which was to be performed by packets of speed equal to the "Banshee," would you have taken it at the same rate as your existing price, namely 9,000 *l.*?—Certainly not.

355. Perhaps you will state to the Committee why you would not do so?—Because it would be a greater expenditure. When you run with such high-power engines in proportion to the size of the vessel, the expenditure is in proportion increased; the fuel in one of those small packets running from Holyhead is, I suppose, double per hour what we use in our own Liverpool vessels.

356. Possibly, also, vessels built for such high rates of speed could not carry the same quantity of passengers in proportion to their tonnage, or the same quantity of small parcels?—They could not of cabin passengers.

357. As general deck and steerage passengers?—No; a vessel running with the mail does not carry deck passengers.

358. Vessels built to obtain that speed would not have the same capacity for either goods or passengers?—They would have the same capacity as other vessels have if they were of the same size; but the vessels that run at Holyhead are comparatively small, and even have no berths; the passengers lie down on the sofas; they are made of a peculiar construction, with an over-high power for the purpose of speed alone and a short voyage.

359. The Committee are to understand your answer to be, that they could not have the same capacity for passengers or the stowage of goods as vessels calculated for a lower rate of speed?—The stowage and passengers would depend upon the size of the vessel.

360. *Mr. Cardwell.*] They would have no relation to the speed of the vessel?—No.361. *Mr. Elliot.*] You have said that the class of vessels running from Holyhead to Dublin would not answer between Liverpool and Dublin; will you state why?—Because they could not carry fuel enough for the engines for so long a passage, and the wear and tear of the vessels is enormous, considering their over-power; besides their want of internal accommodation.362. *Chairman.*] Have you ever turned your attention so far to the subject that you could give the Committee even an approximate estimate of what would be the price at which you would undertake such a contract as you have now, with vessels

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vessels of the same speed as the "Banshee"?—I am not prepared to say; it a great deal depends upon the conditions; the price is one thing, but the conditions are perhaps a more important element in the consideration of the question than the mere money terms.

363. Mr. Cowper.] Could the same security be ensured of the regular delivery of the mails if there were not conditions tantamount to those that are in the contract?—I am quite of opinion it could.

364. I understood you to say that the condition that you disliked was being obliged to keep a reserved vessel in case of an accident happening to the vessel carrying the mail; supposing that accident occurring, how could you take care that the mail was duly delivered unless you had a reserved packet?—We would take care to have a packet always ready in case of any accident occurring, or anything that might bring us under the penalty; it is 100 *l.* an hour, and we consider it too high; we would not be obliged to keep so many first-class vessels exclusively employed for the service.

365. The penalty was put on to prevent the case occurring; therefore it is not the penalty you need mind, since that is not imposed, but it is the keeping of a reserved packet; do you mean that you could have kept a reserved packet in a different way from the one you do?—We might keep a reserved packet, and employ it in other services occasionally; in carrying cargo, for instance.

366. Does the contract prevent you from employing your reserved packet in another way?—Not being exclusively appropriated to that particular service.

367. Does the contract prevent its being employed in other services?—No.

368. Sir William Clay.] Would your Company be prepared to undertake the duty from Holyhead to Dublin, your contract to be performed by vessels of the same speed as the "Banshee"?—We offered the Government, in the year 1846, to build any class vessels that might be considered advisable, and with the most powerful engines, and to make a tender for Holyhead as soon as the Government were prepared to receive it; the answer we got was, the Government meant to do the service in their own vessels. The Holyhead Company received the same reply at the same time. We did not suppose the Holyhead Company would have built any steamers.

369. Did you then state to the Government the terms upon which you would be prepared to undertake such contract?—That whatever class of vessels the Government should require, and which could be provided by the best engineering skill of the day, should be provided.

370. At the time you made that offer, had you gone into a calculation as to the price at which you could afford to undertake the contract?—Yes, we knew about what it would cost. We did not calculate on having a rival in the Holyhead Railway Company.

371. Would you have any objection to state to the Committee any estimate of the price at which the Company could afford to undertake the performance of the contract packet service from Holyhead to Dublin, at the same rate of speed as the "Banshee"?—That question could not be answered except we were to understand properly whether we were to be opposed by any Admiralty packets, or any other packets, because the revenue of the Company must be derived from the passengers.

372. Take it in the simplest form, that you are not opposed by any Admiralty packets, or by any other packets, but that you do the entire service for the Government, on the station?—I could not say what would be the tender we should make for the Holyhead service, there are so many considerations; for instance, the length of the service; a vessel built for that purpose could be available for no other service that I know of, and therefore a great deal would depend upon the length of the contract.

373. What would be the shortest time for which you would undertake a contract to perform such a duty as the Holyhead duty?—I am not prepared to give an opinion upon that point.

374. Are the Committee to understand that you would not like, after consideration, to give an opinion as to the price at which, certain considerations being named, your Company would be prepared to tender to perform the entire contract packet service from Holyhead to Dublin, at the present accelerated rate of speed?—It would require a great deal of consideration; it would be an extremely difficult thing to make a tender for that service, with any view to remuneration, and with an opposition to contend with.

375. Mr. Cowper.] Was this offer made to the Government after they had built the

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the packets now running from Holyhead to Dublin?—We subsequently understood they were building them.

376. *Mr. W. Brown.*] Are those iron vessels from Holyhead?—Yes.

377. *Mr. Mangles.*] There seems to be some little inconsistency between some of your answers; I asked you whether the wear and tear would be greater to a vessel going at a higher rate of speed than one not going at so great a speed, supposing the vessel be built for that purpose?—Yes.

378. Then when you were asked why you could not put on vessels from Liverpool, capable of running at the same rate as the Government vessels at Holyhead, and at the same price as your present contract, you gave as a reason that the wear and tear of the vessels would be enormous?—Yes; with regard to vessels constructed upon the plan of the Holyhead packets, the greater the speed they have, I consider the greater the wear and tear would be, because they are overpowered, the vessel and machinery are not proportionate, and then there is great wear and tear; the two services require different classes of vessels.

379. Could you make vessels to go that speed without overpowering them?—I do not know what the estimated speed is; it is quite possible they may require 20 miles an hour.

380. One of the railway boats has gone across in 3 hours and 24 minutes, has it not?—Yes; we went from Liverpool to Dublin in 7½ hours.

381. *Mr. Grogan.*] By what boat?—The “Iron Duke,” the first time she went across.

382. *Mr. Mangles.*] What rate an hour is that?—I cannot say; running a given distance in a given time, is no criterion of the rate per hour through the water. We have just purchased a vessel for that service, and the contractor binds himself to run 16 miles an hour.

383. *Mr. Cowper.*] What do you mean by the phrase “overpowered”?—Being overpowered means power beyond what the size or strength of the vessel will justify.

384. Why should you say the Government vessels are overpowered, when that has not been the case with them?—I think all the Holyhead packets are overpowered.

385. Those packets have not required any repair, and they have not suffered any damage; why, therefore, do you say they are overpowered?—They have suffered very serious damage, and have been under repair; the Government packets, with one or two exceptions, and the Holyhead Company’s packets also.

386. Are you speaking of your own knowledge or from rumour?—I see them come into Liverpool to be repaired.

387. Are you aware that the Government packets are not repaired at Liverpool, but at Holyhead?—Yes.

388. But the Railway Company’s boats are repaired at Liverpool?—Yes.

389. Do you know that three of those Railway Company’s boats are laid up and under repair?—I know that two are, in Liverpool, at present.

390. You do not know where the third is?—No.

391. *Mr. Cardwell.*] Supposing a given amount of service to be required, and supposing a certain despatch to be required between Holyhead and Dublin, are you of opinion that that could be done with the same regularity and with greater cheapness by private contract, than by having it done in Government vessels?—In a general point of view I would say that the Government cannot do the service on the same terms that a private company would, for a variety of reasons.

392. *Chairman.*] Will you have the goodness to state those reasons?—One is, they man their vessels always with more force than private companies do; with what we consider an unnecessary number of men; and the mode in which the service is carried on by Government is always more costly.

393. *Mr. Cowper.*] How many men are there on board your packets?—I have a return of one of our vessels before me; I see there are, taking all hands, 28.

394. That includes the whole crew?—Yes.

395. What amount of tons was the “Trafalgar,” that is the vessel you speak to?—That vessel is 480 tons register, and 350-horse power.

396. *Chairman.*] The wages were 33*l.* a week?—Yes, without including the captain.

397. Will you state what is the weekly wages of the engineers?—Two pounds, fifteen shillings.

398. The first engineer?—Yes.

399. And the second?—One pound, seventeen shillings and sixpence.

400. And

400. And the remaining?—The third, 1 l. 8 s.

401. And what are the weekly wages of the seamen?—One pound.

402. Will you hand in that paper?—Yes.

[*The Witness delivered in the same, which is as follows :*]

"Trafalgar," Liverpool, 4 May 1849.

AMOUNT OF WAGES paid for the Week ending this Day, Friday.

NAME.	DESCRIPTION.	SIGNATURES FOR RECEIPT.	AMOUNT.
			£. s. d.
M. Brown - - -	mate - - -	- - -	2 - -
R. Rowlands - - -	second mate and pilot - - -	- - -	2 - -
John Roberts - - -	third mate - - -	- - -	1 10 -
Robert Frazer - - -	first engineer - - -	- - -	2 15 -
William Castles - - -	second engineer - - -	- - -	1 17 6
Peter Frazer - - -	third engineer - - -	- - -	1 8 -
Peter Byrne - - -	fireman - - -	- - -	1 - -
O. Bentley - - -	ditto - - -	- - -	1 - -
John Flannigan - - -	ditto - - -	- - -	1 - -
Richard Donaldson - - -	ditto - - -	- - -	1 - -
Patrick Nolan - - -	ditto - - -	- - -	1 - -
John Williams - - -	ditto - - -	- - -	1 - -
Edward Jones - - -	seaman, leadsmen - - -	- - -	1 3 -
John Johnston - - -	ditto - - -	- - -	1 - -
George Dashin - - -	ditto - - -	- - -	1 - -
William Kirby - - -	ditto - - -	- - -	1 - -
John Owens - - -	ditto - - -	- - -	1 - -
William Scott - - -	ditto - - -	- - -	1 - -
John Hughes - - -	ditto - - -	- - -	1 - -
Thomas Murphy - - -	ditto - - -	- - -	1 - -
Richard Stephenson - - -	ditto - - -	- - -	1 - -
George Nichols - - -	carpenter - - -	- - -	1 10 -
David Thomas - - -	coal trimmer - - -	- - -	1 - -
Michael Wafer - - -	ditto - - -	- - -	1 - -
John Maguire - - -	cook - - -	- - -	- 18 -
Richard Harris - - -	apprentice - - -	- - -	- 13 -
John Jones - - -	ditto - - -	- - -	- 13 -
John Keeley - - -	ditto - - -	- - -	- 13 -
TOTAL - - £.			33 - 6

Signature of Paying Clerk.

403. Do you victual them, or do they victual themselves?—They victual themselves.

404. Mr. Brown.] Do you feed the cabin passengers?—No, they feed themselves; that is, they purchase and pay for whatever they may have on board.

405. You have 1 l. clear as the passage-money?—Yes, 1 l. clear.

406. Mr. Fitzroy.] You have stated the number of men, and you have stated that the mode of carrying on the Government service is more expensive than that by a private company; what do you mean by saying that the Government service is carried on more expensively; is it independent of the number of men?—The Government victual the men, which is a more costly mode of performing the service.

407. Mr. Willcox.] Are your engineers what you would call permanently employed, or do you pay them when you have no employment for them?—They are constantly employed.

408. You are not bound to constantly employ them?—No; but we do not dismiss them, unless they conduct themselves improperly or are found inefficient.

409. You do not engage to pay them pensions?—No.

410. Mr. Cardwell.] Are you of opinion that, besides the circumstances you have referred to, there are other reasons why private individuals could do the service more cheaply than Government could do it?—What is done by the Government is generally done in a more costly manner. By a Parliamentary Return I had, when the Admiralty packets did the morning service, the expenditure was much greater than ours for the evening service; it was a similar service, yet the Return showed a much larger figure than our Company did it at.

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411. Would you be prepared to put in a comparative statement showing from those Parliamentary Returns the difference in actual expenditure between the morning service done by Government and the evening service done by you?—Yes, I think I could; those Returns are printed.

412. Perhaps you will be so good as to prepare such a statement of cost, and send it in to the Committee?—Yes, the comparative expense of carrying on the morning mail by the Government with the evening mail by the Company.

413. What you propose to put in is this; you propose to show from the Parliamentary Returns that a much larger expenditure has been incurred in doing the same service than the Company would have incurred if they had been performing the same service in vessels of the same size and of the same horse-power?—Yes.

414. *Mr. Fitzroy.*] Are you aware of the wages paid to the first, second and third engineers, and to the men, on board the Admiralty boats?—I am not aware; I can only take it from the Parliamentary Returns.

415. *Mr. Cardwell.*] Setting aside the cost, and taking the other side of the accounts, are you of opinion that the revenue to be derived from traffic is likely to be better worked and more correctly managed in the hands of private individuals than by the agents of the Government?—As far as the revenue is concerned it would be upon the passengers.

416. There would be parcels carried also by the mail boats?—It is a small consideration; we carry parcels also, but I did not think it worth mentioning, it is so small a traffic.

417. Then are you of opinion that the revenue to be derived from traffic would be equally productive in the hands of the Government as in the hands of private persons managed for their own benefit?—The revenue would be equally large, and I think there would be a feeling in favour of the Government vessel.

418. I mean the net revenue?—The revenue is the passengers alone; there is no other source of revenue but the passengers and horses and carriages.

419. *Mr. Mangles.*] Referring to the comparative rates of speed of certain vessels, do you mean to take this position, that it is possible to build a boat which shall be driven, say at 18 miles an hour, and yet shall have no greater wear and tear either of the machinery or of the hull than a boat built to go 10 or 11 miles an hour?—Much will depend upon the length of the voyage; you must have a different class of boat for a long voyage than for a short one, and there would be more wear and tear upon a long voyage than a short one, independently of the build of the boat.

420. Suppose the Government had boats running from Holyhead to Dublin, which were built and intended and used for the purpose of only going 10 miles an hour, and they ran them alongside of the "Banshee;" do you not suppose that the wear and tear of the "Banshee" would be much greater than that of the other boats?—No doubt.

421. You say she is overpowered?—She has larger power than is proportioned to her size; she has to force her way through heavy seas.

422. Would not any boat going 18 miles an hour have to force her way through heavy seas?—The faster you force your way through the water, the wear and tear is much more.

423. I understood you to deny that position; you said there would be no more wear and tear by vessels built for that speed?—I mean a vessel with a larger power will not have more wear and tear, if the power be proportioned to the size of the vessels than a smaller one, but you force it by extra power.

424. Must you not force it by extra power through a heavy sea?—No, it does not follow; in heavy seas a prudent commander would reduce the speed.

425. Then any vessel forced to go that way would have more wear and tear?—Yes.

426. *Mr. Brown.*] Assuming you have engines of 200 horse-power on board two vessels of equal size, can you build a vessel so strong that you could propel her 15 or 18 miles an hour with less wear and tear than a vessel of less strength which you would propel with the same machinery at the same speed?—There will be much less wear and tear in the first than the second vessel.

427. Could you build a vessel sufficiently strong to be driven at that speed of 18 miles an hour with as little wear and tear as a vessel driven at 12 miles an hour with the same machinery on board?—I certainly think I could.

428. Is it then the fact, the speed would not increase the wear and tear, provided the strength of the vessel were equal to that speed?—Yes.

429. But you would lose speed?—Yes.

430. *Mr. Mangles.*] That is, you would lose speed from the strength of the vessel?—

vessel?—That affects the speed of the vessel. One of the Holyhead packets in Birkenhead now has her entire engines to take out to increase the strength of the main floor of the vessel.

431. Mr. Cardwell.] In order to build a vessel suitable for the extra speed, I suppose she must be built in a peculiar manner, and at a greater expense?—We take into account wear and tear and greater speed, and build the vessel in proportion.

432. So that there is a greater wear and tear if there is a greater speed?—Yes.

433. But you may prevent that by going to a greater outlay in the original building of the vessel?—Yes.

434. Mr. Brown.] As you gain strength you lose speed?—Yes.

435. Mr. Grogan.] Before the present Holyhead boats were permanently put on the Holyhead station, the "Banshee," for instance, made some trips from Liverpool to Dublin?—Yes.

436. Do you recollect her speed?—No, I know they did it faster than they ever did afterwards.

437. Assuming it to be eight hours, you mentioned that a boat of your's called the "Iron Duke" had done it in seven hours and 40 minutes?—I think I said it was seven hours and 40 minutes; I believe I was mistaken; it must have been eight hours and 45 minutes, which is a very rapid rate, and faster than it has ever been done since; so it was with the Holyhead boats; whenever those trials are made, there is a certain tide selected, and a particular hour of starting, to avail themselves of the whole of the tide, and perhaps a higher pressure of steam was put on; besides they are then lighter, and there may be more care and watchfulness in the working of the fire, and so on; but you never find a vessel come up to trial speeds afterwards.

438. Sir William Clay.] What is the present average speed of the "Iron Duke"?—I might say an average of 10 miles an hour, that is through the water.

439. Mr. Grogan.] Do you know at what period of the year the trial trip, either of your own vessel or that of the "Banshee" was made; was it summer or winter?—It must have been in summer that they tried the "Banshee," because they began in summer.

440. Then that trial trip was made under the most favourable circumstances?—Yes, I believe so.

441. Your boat, the "Iron Duke," has had a great deal of severe weather to encounter?—Yes.

442. Has she ever received any damage on those trips?—Never.

443. Would you give 10 miles an hour as the average speed through the water both in winter and summer?—Yes, I would.

444. Do you call to mind any of those occasions of bad weather in which your "Iron Duke" was out, and the Government vessels from Holyhead were also out on the same day?—There were some occasions, but I could not charge my memory with the details of them.

445. Are you of opinion that if the "Banshee" had been at sea, making the same voyages as your boats on the occasions of this bad weather, that she could have got through it?—I think she might have got through it; I would not like to say a vessel would not be able to get through it.

446. Are they able in bad weather to put the full power of the engine on those light boats?—Yes; but the fact is, they actually go through the water; almost the whole of the decks are swept by the water.

447. Sir William Clay.] How many tons register is the "Iron Duke"?—She is 312 tons register, builder's tonnage 628.

448. And of what horse-power?—Three hundred and twenty.

449. Mr. Cowper.] Are you aware whether the hour of sailing those contract packets became the subject of agreement with the Government at the time that contract was framed?—It is stated in the printed conditions. There is a range of hours given to the Admiralty; there is a range between four o'clock and seven o'clock, I think; there is a particular range of hours within which they have a right to fix the hour of departure.

450. Would the Company have taken the contract for the same sum of money if they had had to carry the day mail instead of the night mail; that is, the mail that leaves Liverpool in the morning instead of the mail that leaves Liverpool at night?—No, nor for a much larger amount.

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451. *Chairman.*] Did you speak of builders' measurement or register measurement when you gave us the tonnage of the "Trafalgar" at 480 tons?—Registered measurement.

452. Can you give us the builder's measurement of that vessel?—I can; the "Trafalgar" is 792 tons builder's measurement, and 480 tons register.

453. *Mr. Brown.*] Was not there some offer made at the time you offered to take that Government contract to take those vessels that were building?—No, there was not.

454. Can you give any information as to the time of delivery of those mails by the contemplated change of your vessels?—I have not heard it stated precisely what it is to be.

455. *Mr. Grogan.*] Have you made any application to the Admiralty complaining of the terms on which you hold the present contract?—We have.

456. Was it by letter?—Yes, by letter, through our Admiralty agents.

457. Have you any objection to put in a copy of it?—No, not the least.

[The same was handed in, and is as follows:]

To B. M. Willcox, Esq. M.P., and Arthur Anderson, Esq. M.P.

City of Dublin Steam Packet Company, 15, Eden Quay, Dublin,
3 February 1849.

Gentlemen,
I AM desired by the Board of Directors to state to you the present position of the Company, in reference to their existing mail contract between Kingstown and Liverpool, and to request that you will submit the same to the proper quarter, convinced that it never could be desired or intended that the arrangements of the Government should work so injuriously to the Company as they have done, without affording adequate redress or remuneration.

You are aware that the contract was taken in 1839, at the present reduced rate, because it was the evening mail which the Company undertook to carry, and that the revenue from passengers (the great bulk of whom went by that conveyance) was relied on as the main consideration for undertaking the service; I regret to say, however, that the establishment of rival packets by Government at the port of Holyhead has reduced the revenue of the Liverpool line to such an extent as to render the contract rate quite inadequate to the service as now performed.

In addition to the injury to this Company, arising from this fact, they suffer from the operation of what may with propriety be also considered a Government measure; namely, the establishment of a second line of rival packets, owned and managed by the Holyhead Railway Company.

It is a matter of notoriety, that the opposition to the principle of allowing railway companies to become steam ship companies, was based on the fact, that as the losses sustained by the steam packets would be defrayed out of the railway revenue, no private or independent steam company could contend against such opposition, and the monopoly which such a principle would involve.

The interference of Her Majesty's Government in favour of the Holyhead Railway Company being empowered to become a steam packet company, has been attended with the anticipated results, and the packets are worked on that line at a heavy loss, the expense being of course defrayed out of the railway revenue; a state of things which obviously prevents this or other steam packet companies plying vessels on the line with the smallest prospect of profit. Even the Admiralty packets, now carrying the mails to Holyhead, are deprived of their passengers, and are, therefore, performing the service at a serious loss to Government.

Thus it appears, that while the terms of the contract for the Liverpool mails remain the same, this Company have to contend with a double line of opposition, and at the same time are virtually prohibited from obtaining any compensating traffic on the Holyhead line.

I have to mention another source of loss and inconvenience to this Company, arising out of the change in the hours of departure of the contract packets from Kingstown, say from 6½ o'clock to 4½ o'clock, P.M. This latter hour has been found so inconvenient to first class passengers (in consequence of their being necessarily obliged to leave Dublin so early as before four o'clock) that numbers have no alternative but to remain until the following morning, when they of course go either by the Railway Company's packets at 8½ o'clock, A.M., or the Government packets at 11 o'clock, A.M.

With this early and inconvenient departure from Dublin is necessarily connected the untimely hour of arrival in Liverpool, generally at three to four o'clock in the morning, and which works in various ways considerably to the disadvantage of the Company.

This early departure of the contract packets from Kingstown was adopted for the express purpose of having the mails forwarded to London by the early train leaving the Liverpool station at six o'clock, A.M. This arrangement has imposed both additional expense and risk on the Company. The directors are aware that they cannot object to the change of the hours of departure, seeing that the contract gave such powers to the Government, but they do consider it unreasonable that they are obliged to sail at such an early and inconvenient hour, for the sole and express purpose of performing a special service, (viz. catching the early London train), a service which was not contemplated under the contract, and however practicable

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ticable with vessels of 320 or 350 horses power, like the "Iron Duke" and "Trafalgar," (as since provided by the Company) would have been impossible with vessels of but 160 horses power, and which alone this Company are bound to provide under the terms of the contract.

I am desired, therefore, to request that you will draw attention to the present inadequacy of the terms of the contract to compensate for this service, and as now performed by the Company when the arrangements of Government have been so destructive of the revenue hitherto received from passengers.

The Directors of the Company wish you, therefore, to urge on the Lords of the Admiralty the circumstances I have enumerated, trusting that they will have due weight, not only as regards the present but the future measures, that may be found necessary in the conveyance of the mails from Kingstown.

With reference to the steps that may be eventually taken with regard to future contracts, there is no doubt but that the interests of the great commercial port of Liverpool, and its connexion with Ireland, will be attended to. The absence of a direct mail conveyance between that port and Dublin would be severely felt, and cause great inconvenience, while at the same time the cost of a direct evening mail conveyance will, on examination, be found to be even less than what must be incurred, were the intercourse to be transferred to the Holyhead route.

In requesting you to lay these facts before Her Majesty's Government for their favourable consideration, the Directors refer with confidence to the manner in which the services have been performed for the 10 years they have been the contractors, during which time no instances of neglect have taken place, arising from want of efficiency of the vessels or exertion on the part of the Company.

The Directors urge this the more forcibly from the fact, that the service could not have been performed in the manner it has been, had the Company confined themselves to the letter of the contract, by providing smaller class vessels of only 160 horses power, as bound to do.

I have in conclusion, therefore, to request that you will urge on the consideration of the Lords of the Admiralty the total inadequacy of the present amount of contract payment of 9,000 *l.* a year for the service (a similar service recently performed by Her Majesty's vessels having cost the Admiralty above 40,000 *l.* a year), in the hope that when their Lordships shall be satisfied on the facts as stated, such mode of compensation may be provided as will meet the exigencies of the case, as it is obviously unjust to expect any branch of the public service to be performed at a loss to the contractors, and particularly when that loss arises principally from the arrangements of Government, which necessarily draw a large portion of the passenger traffic to another line.

I am, Gentlemen,

Your obedient Servant,

P. Howell, Secretary.

Leadenhall-street, London.

458. *Chairman.*] In the paper of comparative expense, which you have undertaken to furnish with regard to the expense of your own vessels, and of the Government vessels carrying the morning mail out of Liverpool, will that comprehend the whole expense of the vessels; are you in a condition to furnish the Committee with the working of the vessels?—Yes, I am.

459. From the Parliamentary Returns?—As regards the Admiralty packets, I can only state what appears in the Parliamentary Returns; the others I can give from the actual figures in the books.

460. *Mr. Cowper.*] Can you state what are the annual receipts of your Company, and the annual number of passengers?—Yes.

461. *Mr. Grogan.*] The vessels you have alluded to now, the Admiralty vessels, were they on an average of the same class as your own?—Yes.

462. Was there any difference in respect of size or power?—They were rather larger; they were built with the intention of making them war-vessels.

463. *Mr. Cowper.*] What makes you think they were built for war-vessels?—We were told that they were. It was stated by their commanders.

464. Are you aware that three of those packets were built in the year 1838, for the purpose of conveying the mails?—They were applied to that purpose, but the general impression was that they were built to be available in case of Government requiring their services as war-vessels, and they have since been so employed.

465. And that general impression has no particular foundation that you can state?—No, I cannot; some of the Lords of the Admiralty went down and examined them, and it was the impression that they could be fitted with guns.

466. *Mr. Willcox.*] Supposing you really had no mail contract, would you run those first-class passenger vessels throughout the year, as you do now?—I will not undertake to say through the whole winter months daily, nor every day in the winter; nor would we bind ourselves to any particular hour, but we should adopt the hour most likely to suit passengers, so as to make the vessels pay.

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467. Would you run them on Sundays?—No, very few passengers go on Sundays.

468. What dividends did you pay before you had the mail contracts?—We never paid more nor less than six per cent.

469. Then your having the mail contract made no difference in that respect?—It made no difference in that respect.

470. *Mr. Grogan.*] I understand you that you do not put much value upon the 9,000 *l.* a year you receive from the Government?—No.

471. But did your bringing the daily mails materially assist you in bringing passengers?—To a certain extent it did.

472. *Mr. Elliot.*] Do you think you made a larger profit in the way of passengers because you had the mail contract?—I think at first there was a prestige in favour of the vessels carrying the mail, but that would in two or three months die away if the vessel sustained her character and was well known.

473. In fact, as regards your own vessels, had it that effect, or had it not that effect?—It had that effect.

474. To what extent do you suppose that went?—It is quite impossible to say.

475. Did it increase your passenger traffic one-eighth?—I dare say it did.

476. How came you not to alter the dividends, that being the case?—Because the principle of the Company has never been to divide more than six per cent.; and in proportion as the half-year's receipts increases or diminishes, we increase or diminish our charges to keep them down as low as possible, and also increase the number of vessels; that was the policy of the Company, determining them not to give more than six per cent. Being a trading Company, where their profits on the half-year will enable them, they give greater advantage to the public with the increased rate of profit.

477. Therefore, no inference could be drawn from the amount of dividends given at different times as to the profits your Company has made?—No; not from the amount of profit; we never give more nor less than six per cent.

478. Have you reduced the charges?—Considerably; they are not more than one-third of what they were some years ago.

479. Was this after you got the mail contract?—Within the last 10 years we have reduced the charges considerably.

480. That is since you have got the mail contract?—The charges for freight of goods and of cattle, since we got the mail contract, are lower.

481. *Mr. Couper.*] Do you mean you have diminished the fares of cabin passengers since 1839?—No, not with regard to the mail packets; they have remained the same, because it was an understanding that we should charge the same as Government would charge.

482. *Mr. Brown.*] What proportion does the 9,000 *l.* bear to the whole receipts of the Company?—A very small proportion.

483. Are your accounts published?—No, they are read out half-yearly.

484. Have you any objection to give to the Committee the accounts of the Company, to show the great advantage of keeping up such a rapid intercourse with Ireland, and to show the extent to which reduction has taken place?—It has taken place to the extent of 25 and 30 and 50 per cent.

George Patey Parkin, Esq., Examined.

G. P. Parkin, Esq.

485. *Chairman.*] WHAT office do you hold in the Admiralty?—I am Chief Clerk of the Surveyor's Department.

486. What Government vessels are there at present employed on the Liverpool station conveying the mails to Dublin?—Not any at present.

487. During the last year, what vessels were there so employed?—During the last year we had four: the "*Merlin*," the "*Medina*," the "*Medusa*," and the "*Urgent*," and a light vessel which was attached as a tender to those vessels, and which was attached to that station, not exactly entirely for the packet service, but in case of being required for other services.

488. For how long a period have those vessels been upon that station?—The "*Merlin*" and the "*Medusa*" were built for that service expressly at Pembroke Dockyard, as packets.

489. At what date?—In 1839.

490. Had they been upon that service up to the summer of last year?—They were sent, after their being built at Pembroke for that service, and remained there

there until the discontinuance of the packet service at Liverpool; the "Medina" went there in 1840, and the "Urgent" was purchased from private individuals in 1837, and went upon the service there in 1837-38, the next year.

491. Then those vessels, on the average, have been something rather under 10 years upon the station?—About nine years upon the average; two, nine years, and one, eight years; the "Medina" did not go there till 1840.

492. Mr. Brown.] Are they iron vessels?—No, they are wooden vessels; I beg to be allowed to say, having heard the evidence given just now, that those vessels were built expressly for that purpose at Pembroke Yard, and not as war-vessels.

493. Chairman.] Being built for the packet service, were they built so strong that they could, if necessary, be made use of for war purposes?—They perhaps might have been so; but as a proof that they were not intended for war-vessels they have been sent to the Mediterranean as packets on that station.

494. I am asking you if you know how they were built; were they built strong enough in the requisite parts to put guns in if necessary?—I think they were not; but I am not quite in a position to answer that correctly.

495. Will you state the tonnage of those vessels respectively?—Those three vessels, the "Merlin," the "Medusa," and the "Medina," were all the same, 889, with engines of 312-horse power each; they were all the same class of vessels.

496. Was that builders' tonnage?—Yes, builders' tonnage; those vessels were built prior to the new system of register tonnage being established.

497. What was the tonnage of the "Urgent"?—Five hundred and sixty-three tons and 284-horse power.

498. Was that also builders' tonnage?—That was builders' tonnage also.

499. What was the price paid for the "Urgent"?—£. 26,000 was the price paid for the "Urgent," complete.

500. Engines and everything complete?—Yes, engines and everything complete; or rather, presumed to be complete for the station; but she cost in the following year 4,278 *l.* to fit her.

501. In addition?—Yes; 26,000 *l.* being paid by Government to the parties she was purchased of, for the vessel in the state she was in.

502. Mr. Elliot.] Was that in order to make her a complete vessel?—Yes, to make her a complete vessel she cost 4,278 *l.* beyond the 26,000 *l.*

503. Mr. Brown.] Are the Committee to understand, that she was delivered according to your views of what she ought to have been, or was that an extra expense which the Government did not expect to outlay?—I should say nearly the whole of it.

504. Sir William Clay.] Was part of it for machinery?—£. 1,129 for machinery, and rigging and stores connected with the vessel, 627 *l.*, and 24 *l.* for masts and yards, and 2,498 *l.* was laid out upon the hull.

505. Making 4,278 *l.* altogether?—Yes.

506. Chairman.] Where was that sum expended upon the vessel?—At Liverpool.

507. Not in the Government yard?—Not in the Government yard; I think not; it was all done at Liverpool.

508. Where do you get those figures from?—From Returns that are made quarterly to us from the packet stations, of the expense of all the packets that is incurred at those stations.

509. Who pays the money?—It all depends upon where the work is performed; the Government would make out bills for certain works, and then the packet agents pay a certain portion of it; and all the stores supplied are supplied generally from the dockyards; it is merely the transfer of the stores, and a money-value put upon them.

510. I understand you to say, that you believe this money was not expended in the Government dockyard, but was expended at Liverpool?—I have not in my possession the names of the stations at which it was done; I could tell you at the office where everything was done; I have only put down the year and the sum that was expended.

511. Where do you obtain those figures you are now giving to the Committee?—I made an extract from our own records this morning.

512. Who makes up those records?—They are made up in the office which I am the head of, from the accounts which we receive from the packet stations or dockyards where the work was performed.

G. P. Parkin, Esq.

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513. Does not that account show whether it was expended at a private station, or a dockyard?—Yes.

514. You can supply that?—Yes, I can supply that immediately.

515. Was this vessel purchased when supposed to be complete, or was she built by contract for the Government?—No, she was not built for the Government, but was supposed to be complete at the time of her purchase.

516. Do you know, or have you any report which shows that she is a stronger vessel or otherwise, than the other three vessels which were built at Pembroke?—I should presume that she was not so strong, from the expenses that were obliged to be laid out upon her from time to time by the Government afterwards.

517. Mr. Elliot.] Was any portion of this expense for the purpose of strengthening her before she went to sea; such as, for instance, in putting in additional knees?—I think it was.

518. Chairman.] Going on with the “Urgent,” will you tell us what has been the cost of that vessel in repairs since she went upon that service; can you give the whole amount?—Up to the time she was discontinued last year, up to 1847–48, taking the average of years, she has cost in 11 years, altogether, 6,309 *l.*, in repair upon the hull, rigging and stores, masts and machinery.

519. Did that sum include the original cost and the repairs?—Yes.

520. Will you give the sum she has cost in the repair of the hull?—Upon the hull, 12,385 *l.*

521. And the masts?—The masts, 214 *l.*; as regards the rigging, sails and stores, 6,020 *l.*; for machinery, 17,572 *l.*

522. What does that make altogether?—It makes altogether 37,001 *l.*

523. Was the “Urgent” surveyed when she came off the station?—I think she was.

524. Is there any report of her state and condition?—I do not think we have a particular report of it, except that she has been refitted at Portsmouth; I think it is possible I could furnish the Committee with the report of her state and condition.

525. If she were refitted at Portsmouth, the authorities there could furnish an account of her state and condition?—Yes.

526. And the amount of the refitment would probably show the state she was in?—Yes; I can supply that.

527. We will go now to the other three vessels; first, as to the “Medusa,” what has been the expense of repairing her?—She was built at Pembroke Yard in 1839, and cost, including machinery, 33,822 *l.*; that is the whole total.

528. Will you tell us how that cost is arrived at?—That is made out in the dockyard, upon what is considered to be the actual cost to the Government of the materials, and the exact amount of money paid to the workmen.

529. When you use the term, considered to be the actual cost, is that the estimate of the cost of the timber, or the actual cost?—It is considered by us to be the actual cost; the materials are valued by the rate-book, which is amended every 12 months, as the contracts are altered at the different yards, according to what may be considered a fair and legitimate price that the Government pay for everything.

530. That is to say, that the contract price of the timber is valued in that way?—It is valued as converted in the dockyard, and the expense of that conversion is put upon the actual value of the timber put into the ship, in a converted state; for instance, it goes under the process of conversion from the rough log into the shape in which it is required to be put into the ship, and the expense of converting it to that shape is added to the original cost of the timber; then it is measured and put into the vessel at the net contents, and which may be considered the converting price.

531. What per-centage is allowed upon the contract price of timber for waste?—Not any; because the whole expense is charged in the conversion of it; for instance, the log comes in a rough state, the waste that is cut off is deducted from it until it comes to the state in which it is put into the ship, planed and sawed into its proper state to come into the ship; therefore, the actual value of the timber is only put into the ship, and charged to the ship.

532. Take a piece of timber containing a load, of which the conversion cuts off 10 or 15 per cent.; what do you add to the net amount which is put into the ship, besides the value of the labour employed in the conversion?—That is no matter of calculation made at the yard; when the rate-book was first established, for instance,

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instance, the price of English oak-timber being fixed by the contract, it averages about 3 s. a foot cube, in the rough state, and its value when converted is about 8 s. a foot cube.

533. What proportion of that is labour?—I cannot tell the exact proportion; but the proportion of cutting it is ascertained.

534. Could you furnish the Committee with what the calculation of expense is in labour as the residue; what is the allowance for waste?—I could not tell you, because it is brought to a general average estimate, and all the timber, when converted from its original state as a rough log, is put into the ship at such a price as is considered to be the fair and equitable price which the Government ought to charge to their own works.

535. You have stated that the price of timber, which you call the rough, is 3 s. a foot, on which the conversion charged is 5 s. a foot?—Yes, the difference between 3 s. and 8 s., because the timber, in a converted state, would be a much less quantity.

536. You charge the net amount at 8 s.?—I think it is 8 s.

537. I want to know upon what principle it is you consider that the net amount of timber placed in a ship ought to be charged at 8 s., the price of the gross timber being 3 s.?—It is done by a proper calculation at the dockyard, where the scale of prices is arranged.

538. Can the Committee be furnished with the data and principles upon which that calculation is founded?—I do not know.

539. Of course, the book is altered with the varying price of timber?—Taking it as a starting point.

540. Sir William Clay.] And, also, I suppose that each different class of property is at a different rate?—Yes.

541. That is, that the knee is at a different rate from the beam?—Yes; and you have different sorts of timber, all bearing a different price; for instance, you have English timber and foreign timber, teak, and so on.

542. Are the Committee to understand that that is done not with reference to each description of ship, but done on general principles, and corrected from time to time?—Yes.

543. So that it is to be assumed, with regard to the timber put into the ship, that the price charged against the ship correctly represents the entire expense which that ship has cost to the country?—Yes.

544. *Chairman.*] Who makes up that book every year?—It is done by the Storekeeper-General, between him and the Accountant-General of the Navy.

545. The Storekeeper, I suppose, could inform the Committee upon what principle it is made?—Yes; the clerk who makes the book would be able to give the Committee more general information than myself upon that point; but that is the general method in which all our valuations are made; so that a vessel at one yard is valued precisely upon the same principle as at another yard.

546. That is the timber?—Everything.

547. In what way is the iron work valued?—In the same way.

548. A certain amount is added to the cost of the iron for the welding and bringing it together?—Yes.

549. Is any allowance made, and if any, what for the use of the machinery?—No.

550. Mr. Brown.] Or for the interest of money?—No.

551. Nor for the plant?—No.

552. Mr. Cardwell.] Nor for the superintendence?—No.

553. Nor the engine?—No, only as regards workmen's wages actually paid out by the Government.

554. Supposing you take 22,000 l. as the cost of building a ship in the Government yard, then the superintendence and engine, and all things of that sort are taken as being had for nothing?—Yes.

555. And if you compared that with the expense of a ship built in a contract yard, would you think that a fair mode of comparison?—No.

556. The Government has to sustain all those charges beyond and above what appears to be the original cost of the vessel?—Yes, which may be estimated at 15 to 20 per cent. in addition.

557. *Chairman.*] How high up in the scale of wages do you go in the charge against an individual vessel?—The highest rate that we pay is 5 s. a day.

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558. There are various officers charged?—The leading-men have the highest rate of wages, that is 5 s. a day.

559. And all the other parties go to the establishment of the yard?—Yes.

560. Nothing is charged to the individual vessel for that?—No, not anything.

561. As to the party who arranges the drawing of the lines of the vessel, is there any charge for that?—No.

562. There is no portion of the Surveyor's charge for drawing the lines?—Not a farthing.

563. There is no charge for the master entered?—No officer of any kind who receives a salary is charged to the ship.

564. The line which is drawn then, is between those officers who receive a salary, and the men who receive daily wages?—Yes; the leading men at 5 s., and the other men, in proportion, 4 s., and 3 s. 6 d. a day.

565. *Mr. Brown.*] It is not supposed that the conversion you have alluded to of the timber from 3 s. to 8 s., and the iron from a certain price to a certain price, embraces any of those higher charges at all?—Not at all.

566. *Chairman.*] And in your 15 to 20 per cent., would not it be a fair thing to add for the use of the plant and the superintendence?—I merely put that as what I have understood from conversation and other things connected with the Government service.

567. I would ask you upon that subject this further question; whether the Government being obliged to have those expensive establishments for warlike purposes, there is any further cost in such a vessel as this being built there other than the wages?—Nothing further.

568. If it is presumed that the establishment is necessary to be maintained for other purposes, there is no additional cost for this purpose?—No, only on the vessel itself.

569. *Mr. Cardwell.*] Do you think this 15 or 20 per cent. is equally applicable to all the dockyards, large or small, or is the cost of plant and superintendence, and so on, less at, say, the principal dockyards, for instance, Portsmouth and Plymouth, than at Pembroke?—No, they are all alike; our Government officers are all paid the same salaries for similar duties.

570. But where you are able to do a much larger amount of work upon a proportionably smaller plant, there the proportionate cost of the plant to the work done is lower?—I should presume that sufficient plant is established at all the yards for carrying on all the works required there.

571. But the question is, whether the concentration of Government work at the principal dockyards, such as Portsmouth and Plymouth, would not be more economical than spreading it over a great number of dockyards?—I am not in a position quite to answer that question, but I presume that it might be. We know that large factories are carried on more economically in a large establishment than by spreading the work over so many small ones, particularly where valuable machinery and tools are required for carrying on those particular services.

572. In drawing this calculation of 15 or 20 per cent., you have spread it over the dockyards generally?—Yes; merely assuming that the material is put down at a fair general average.

573. *Mr. Cowper.*] You do not make yourself responsible for this calculation, being made by persons not connected with the Admiralty?—It is the result of conversation only without any knowledge on the subject.

574. *Mr. Willcox.*] In estimating the cost of a man-of-war, irrespective of the packets, do you charge nothing for the plant?—No.

575. You speak of the whole work of the dockyards, whether the vessels be packets or men-of-war?—The whole work.

576. *Mr. Brown.*] Is it within your knowledge to answer the question, whether all those packets could not be supplied by contract by such builders as we have in London, and throughout the kingdom, with equal rapidity and of equal quality with those furnished by the Government dockyards?—There is no doubt of it.

577. Could not they be supplied in case of emergency with greater rapidity?—I do not know that they could be supplied with greater rapidity; I would not say that; I should say not; but we have always found in all our transactions with the merchant service, that in the vessels built out of the Government service, there is not that care and attention paid to them in putting the ship together,

together, and they require larger repairs, generally speaking, than those we build ourselves. G. P. Parkin, Esq.

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578. *Chairman.*] With regard to this 15 or 20 per cent. upon the plant which you have stated; have you had under your own observation any of the bills the Government, have paid to merchant-yards for the repair of their vessels?—

I have.

579. I will say the “Blenheim,” for instance?—Yes, I have.

580. Can you state to the Committee now, or put it in afterwards, what proportion of that repair was charged by the shipbuilder for the use of his dock, machinery, and plant?—It can be shown; I know one particular item has been objected to by the Government, the charge of 15 per cent. upon the amount of wages paid to the workmen on that ship.

581. That was profit?—Yes, that was profit.

582. I may ask you if this vessel was in dock a long while; whether there was not a charge for the use of the dock and other matters which would come under the head of plant?—The Government paid two guineas a day for the dock hire alone.

583. You could furnish, on another day perhaps, the amount of how much per cent. upon that bill of repairs was charged for those articles, that would come fairly under the head of plant?—Some portion of it, I might; I do not know that I could exactly the whole of it; we have the bills all before us.

584. The bills were furnished in detail by the Navy Estimates’ Committee, last year; therefore I refer to that particular amount as easily calling attention to it?—I know to one or two charges great objection was made by the Surveyor of the Navy.

585. Could you undertake to inform the Committee, as far as possible, out of that bill, the amount that was paid which would come under the head of commission, and if there was any of the amount which was charged for the use of the dock and other things, that you would consider as plant?—I could do that; perhaps I may say it would be better not to take the “Blenheim” alone, but to take the “Hogue” and the “Ajax,” because if I were to confine myself to one contract, it might be thought invidious to take one ship without referring to similar charges on other bills; there are the “Blenheim,” repaired by Messrs. Wigram of Blackwall, and the “Hogue,” by Mr. Green of Blackwall, and the “Ajax,” a similar ship, by Mr. White of Cowes.

586. Referring now to the repairs of the “Medusa,” how long has she been on the station?—The first year, I have no repairs against her; she has been altogether on the station nine years.

587. What was the aggregate of the repairs of her hull?—The repairs on the hull during that time, was 3,361 *l*.

588. The masts?—£. 254.

589. Staes and the rigging?—£. 6,293.

590. Machinery?—£. 12,460.

591. What is the total?—It will be 22,368 *l*.

592. What has become of that vessel since she was taken off the station?—She is now employed in the Mediterranean as a packet.

593. Has she undergone any refitting?—She had a repair to fit her for that purpose.

594. Where was that done?—At Portsmouth.

595. At the same time that you put in the accounts of the “Urgent’s” fitting, can you put in the cost of the fitting of the “Medusa”?—Yes, for fitting her out for the present station.

596. Will you now go to the “Merlin”?—She has been on the same station the same time.

597. *Mr. Mangles.*] Did the “Medusa” cost exactly the same?—No, she cost 32,822 *l*.; the “Merlin” 34,285 *l*.: the repairs upon the hull, 5,360 *l*.; masts, 174 *l*.; staes and rigging, 7,001 *l*.; machinery, 13,377; that will be 25,912 *l*.

598. *Mr. Willcox.*] In the item of rigging 7,001 *l*. for the “Merlin,” does that include engine stores?—I think it does, a small portion of them, such as oil and tallow.

599. And sails?—Yes, all the stores, the same as are supplied to steam-vessels.

600. *Mr. Cardwell.*] Ship-chandler’s stores?—Ship-chandler’s stores, including oil and tallow, and stuffs, and all those things required for an engine. I should

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explain upon this item of rigging and stores, that has gone on continually from sailing ships, and the steam-vessel has grown as it were, and in some cases it is included and in others it is not; in these accounts, generally speaking, it is returned for the whole of the stores whether for the steam-engines or the masts of the vessel.

601. *Chairman.*] That head includes all the stores furnished to the ship?—Yes, except the steward's stores; but that is of small amount, the items of which are the plates and dishes and apparatus for the passengers.

602. Now, as to the "Medina"?—She cost 34,689 *l.*; that is, in the year 1840.

603. She had been running only eight years then?—Eight years only.

604. Now, the repairs of the hull?—The repairs of the hull 2,404 *l.*

605. The masts?—The masts, 83 *l.*

606. Staes and the rigging?—£. 5,703.

607. The machinery?—The machinery 4,951 *l.* I see there is a great difference between the machinery; the other vessels appear to have had new boilers twice in the time, and the "Medina" only once; that makes altogether 13,141 *l.*

608. And you can put in also the cost of her refitting before she went to the Mediterranean?—Yes, I think I can.

609. Is it in your department to put in the cost of the monthly pay of those vessels?—No, that is in the Accountant-General's department.

610. That can be obtained from the Accountant-General's office?—Yes.

611. Is there any other head of expense connected with those vessels that it is in your power to supply to the Committee?—I am not aware that there is any; in fact, I am now giving information respecting the machinery, that is taken away from our department; but having had it, I said I could furnish it to the Committee.

612. Can you give the expense of the coals in the aggregate that have been consumed by those vessels; each vessel?—Yes; the quantity burnt during each year by each packet.

613. Can you give the Committee the price of the coal?—No, I can give it you in value.

614. What do you mean by value?—The whole cost which the Government has paid for them.

615. *Mr. Willcor.*] In those estimates are you including up to the period whilst they were running in the Mediterranean?—No; our financial year closes on the 31st of March each year; this is the expense we have incurred up to the 31st of March 1848, therefore while they were on that station; I am not going beyond that date.

616. *Chairman.*] Those four vessels between them have performed the journey from Liverpool to Dublin and from Dublin to Liverpool each day?—Each day, I think, backwards and forwards; the coals for that period cost, for the "Urgent," 22,353 *l.*; for the "Medusa," it would be 18,957 *l.*; I may call attention to that perhaps, with regard to the "Urgent," she was found to be a great consumer, in her engines, of coals, as will appear; the coals she burnt at that period are 22,355 *l.* worth, while the "Medusa," a larger power engine, that is of 312 as compared with 284, only burnt 18,957 *l.* worth.

617. *Mr. Grogan.*] Was the "Medusa" at work the same number of years as the other?—No, the "Urgent," about 18 months previously.

618. I thought you said the "Medusa" was only nine years on the station?—Yes; the "Merlin's" coals 20,118 *l.*

619. The "Medina's" coals?—£. 16,756.

620. *Chairman.*] Have you any Return that would show you the number of trips that each vessel performed?—No; I do not think we have that.

621. *Mr. Mangles.*] Have you any charge or estimate of the wear and tear, independent of the repairs; that is, the wearing out of those vessels?—No.

622. You made no mathematical calculation of that?—No; for the Government we make nothing of that kind; but if you ask what my opinion is upon the wear and tear of a vessel, I could give that; a vessel to last and run 15 years, which is about the average, will cost nearly as much as her first cost to put her in a state of repair.

623. She would cost that for which you might build a new one?—Yes, with what she has cost already, taking the average of 15 years; we consider her done in 15 years; that is about six per cent.

624. Have

624. Have you any calculation for insurance?—No, not any; of course, the Government do not insure anything.

625. They have no entry in their books, and no estimate of any fund even in theory set apart to cover it?—No, we should not think of that.

626. But still it is an item?—Yes, it is an item that would come under the consideration of every private individual.

627. And, perhaps, ought to come under the consideration of Government?—Yes.

628. The wear and tear also?—Yes.

629. But they never do estimate it?—I think not.

630. Therefore, if Returns are laid before Parliament of the cost of the packet-services, those two items do not enter into the estimate?—They never enter into the estimate at all.

631. Do you think they ought to enter into the estimate?—I think they ought; in some estimates we have carried it to a separate fund.

632. There is really no distinction?—Of course there could be none.

633. Then you ought to calculate upon what are called mercantile principles in both cases?—Yes.

634. And it could not be so fairly calculated unless those two items of wear and tear and insurance are included?—No.

635. *Mr. Cooper.*] You make your calculations according to the precise terms that are required?—Yes.

636. In these Returns where that was not entered, it was not asked for, as not being required?—No, but in our estimates we consider about six per cent. every year should be laid up for the repairs of the vessel; and our estimate is about one-fifth for the wear and tear of masts, sails, rigging and stores.

637. *Mr. W. Brown.*] There seems to be a great difference in the quantity of coals used in those vessels; are they all got from the same collieries?—I think they are all got at Liverpool; they are supplied under contract with the Government.

638. *Mr. Grogan.*] And they all took their turns and worked fairly?—Yes, I presume so, except when a vessel has met with an accident, or is under repair.

639. Then can you give us the gross sum which the coals supplied in those different vessels cost?—The whole sum; the gross sum of each vessel?

640. The "Urgent" appears to have been 11 years on the service, two of them nine years, and a third eight?—Yes.

641. If the gross sum charged to each of those vessels were divided by the number of years, it would give the average yearly consumption?—It would.

642. Would you be kind enough to give it?—Yes; I think this would be about the result: the "Urgent," 2,032*l.* annually; the "Medusa" would be 2,106*l.*; and "Merlin," 2,235*l.*, and the "Medina" 2,095*l.*

643. Then the "Urgent" is the largest expense of the annual consumption of the two?—Yes, comparing the horse-power; then I was going to remark, that the "Urgent" has cost a great deal more in her repairs generally, she must have cost a much greater proportion than the other; in the year 1837-38, the "Urgent" cost 2,498*l.*; in the year 1843-44, there is a remarkable sum against the "Urgent," 5,373*l.* upon the hull, consequently she must have had repairs of some importance to have had that expense laid out upon her.

644. *Chairman.*] The repairs of her hull, then, were 12,385*l.*?—Yes.

645. *Mr. Brown.*] Do you know whether the Government undertook to receive the coals from any special colliery?—All the Admiralty contracts are by public tenders in that immediate neighbourhood; they only allow them to tender for such coals as are of celebrity, and are stated to be fit for steam-engine purposes; for marine engines, that is.

646. *Chairman.*] Is there any other item of expenditure beyond the coals connected with those vessels, that is in your department or in your knowledge, to give the Committee any account of?—Not any that I am aware of.

647. If, then, we add to the expenditure that you have given to the Committee, the amount paid for the crews and commanders of the vessels, would that comprise the whole cost?—There are other miscellaneous charges perhaps at the station, which are all known by the Accountant-General and kept apart.

648. Would the same witness who could give the Committee an account of the men, the crew and officers, also give to the Committee an account of those miscellaneous charges?—I am inclined to think it is in a separate department; still it is a part of the Accountant-General's office; the wages are confined to one branch,

G. P. Parkin, Esq. and the other miscellaneous items are connected with another; that can easily be obtained from the Accountant-General's office.

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649. Could you also state, with respect to the timber for those four vessels, the original cost and the cost under the several heads?—Yes.

650. The machinery for those vessels was all purchased by the Government?—It was at that time, and then they contracted for the repairs, I believe; but the last repairs were done by their own factories that have been established recently.

Veneris, 1° die Junii, 1849.

MEMBERS PRESENT :

Mr. Elliot.	Sir J. Hogg.
Mr. Brown.	Mr. Fitzroy.
Mr. Cowper.	Mr. Grogan.
Mr. Willcox.	Mr. Mangles.
Mr. Alderman Thompson.	

J. W. HENLEY, Esq., IN THE CHAIR.

Thomas Collings, Esq., Examined.

T. Collings, Esq.

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651. *Chairman.*] WHAT office do you hold in the Admiralty?—That of First Clerk of the Imprest Office.

652. Have you got an account of the wages of the packets that used to run from Liverpool to Dublin?—Yes.

653. Will you put that in?—Yes.

[*The same was handed in.—Vide Appendix.*]

654. What is the annual average expense for wages; in the first instance, do you find they increase or decrease?—Between 1839 and 1844 they differed as much as 1,000*l.* wages.

655. Was that an increase or a decrease?—An increase.

656. When was the lowest amount?—The lowest amount was in 1839.

657. What was that?—The amount of wages paid was 7,026*l.* 19*s.*

658. That was for the four packets?—I think there were six smaller packets then; they were afterwards replaced by four larger ones.

659. What time was it the four packets were put on?—It was in 1841–42; two of them were put on in 1841; the other two in 1842.

660. What was the annual expense then of the wages?—In 1841 it was 7,959*l.* 13*s.* 7*d.*

661. For the four packets?—Yes, for the four packets.

662. Did that include the whole of the officers?—For wages, it included the whole of the officers.

663. Did it include the whole for victualling?—No.

664. What expense was there, in addition, for victualling either the crew or officers?—The victualling of the crew was no additional expense, because the men had their wages regulated upon the principle of compensating them, instead of victualling them; but the officers, those who were paid sea wages, had a compensation in lieu of provisions, which amounted to 800*l.* 15*s.*

665. Annually?—Yes, annually.

666. Among how many officers was that additional allowance divided?—Twenty-five or twenty-six.

667. Were there any other expenses of a miscellaneous kind?—Yes.

668. What did they amount to?—In 1841, 1,190*l.* 11*s.* 3*d.*

669. *Mr. Grogan.*] What expenses are those you are now speaking of?—They are in the shape of allowances for stationery, for water supplied to the packets, rent, taxes, rates, fitting up and repairs of premises, printing, advertizing, dock dues, sweeping flues and chimneys, and so on.

670. Incidental expenses?—Yes, incidental expenses of that kind, and carting and trimming coals at Kingstown, travelling expenses, and small payments of that sort.

671. *Chairman.*]

671. *Chairman.*] Go to the highest year?—That was 1844.

672. What was the amount then?—It exceeds very little what it was in 1842, about 60 *l.* more; 8,077 *l.* 5 *s.* 9 *d.* for wages.

673. *Mr. Fitzroy.*] Does that include the allowance to officers in lieu of provisions?—No.

674. That was the same?—Not so much, 768 *l.* 17 *s.* 8 *d.* only.

675. *Chairman.*] You have stated, that at first there were six vessels upon the station?—Yes.

676. Was the "Urgent" one of those six?—I believe not, at first.

677. It was stated to the Committee that the Urgent had been 11 years upon the station?—The "Urgent," I know, was one of the packets continued till the last.

678. For what vessels is that account made out?—It is made out for the vessels actually employed for the periods comprised in the account.

679. What were the names of those vessels?—The "Urgent," the "Medusa," the "Medina," and the "Merlin."

680. When did the account commence for those vessels?—I thought the four were not put on till 1841; but I find I must have been mistaken in my recollection.

681. *Mr. Grogan.*] The account you are reading from is of the four larger vessels?—Yes.

682. Have you the accounts separately of the six smaller ones?—No.

683. Nor are you able to distinguish the accounts of those smaller vessels?—Not from this paper; this statement is made up from the general cash accounts of the whole establishment, ashore and afloat, without regard to the number of vessels or descriptions of them.

684. Have you data in the office that would enable you to afford the information for the respective vessels?—Yes, if it is desired.

685. *Chairman.*] We have had accounts given us here of the expenses of the dock-yards for the respective vessels; it is desirable that we should have an account of wages on the respective vessels for the same time; that could be supplied, I suppose?—Yes.

686. In the shape of a return?—Yes.

687. *Mr. Couper.*] As to those wages, that is an account of the vessels carrying on the packet service between Liverpool and Kingstown, from the year 1839 up to 1848?—Exactly so.

688. *Mr. Willcox.*] In stating the pay of the commander and officers, do you deduct the half-pay?—There is no half-pay allowed when they are in the receipt of full-pay.

689. I mean in that estimate the half-pay is deducted?—There is no deduction; they are not entitled to half-pay when employed on full-pay.

690. In the return you have furnished, is the sum put down there, after deducting the half-pay?—No.

691. You put down the full-pay?—Yes.

692. *Chairman.*] Are there any other expenses besides the allowances and the wages, and the miscellaneous expenses, that you are aware of?—I have hitherto read the expenses of the packets; there is the addition of the expenses of the establishment on shore.

693. What did the expense of the establishment ashore amount to?—In the year 1844 it amounted to 1,816 *l.* 2 *s.* 7 *d.*; in 1843 to 1,991 *l.* 6 *s.* 6 *d.*; in 1844 to 1,987 *l.* 11 *s.* 4 *d.*; in 1845 to 1,950 *l.* 9 *s.*; in 1846 to 1,947 *l.* 4 *s.* 8 *d.*; in 1847 to 1,922 *l.* 5 *s.* 9 *d.*; and up to the close of the establishment in 1848, to 1,270 *l.* 1 *s.* 2 *d.*

694. Was that expense incurred for any service that was common to the Queen's vessels, as well as the hired vessels?—No; these are expenses exclusively relating to the packet service.

695. Exclusively relating to the Queen's packets?—Yes.

696. The hired packets derive no advantage from any part of that expense?—None whatever.

697. What was the nature of the service of the shore expense?—The commander conducting the packet service, and clerks, of which there is one at Liverpool and one at Kingstown; there was a superintending engineer, and the persons necessary for the carrying on the duties on shore connected with the packet service generally

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698. Did not the commander superintending the packet service superintend equally the hired packets and the Queen's packets?—Yes.

699. Then part of this cost would apply to the hired packets?—The whole has been charged to the service of the packet establishment at Liverpool.

700. You were not correct, then, in saying that the whole of it ought to be applied to the Queen's packets; part of it would apply to the hired packets as well?—I think only as far as the commander conducting is concerned; the subordinate officers have nothing to do with the hired packets.

701. *Mr. Cowper.*] The clerks and the commander would be employed in superintending the contract packet service and the Queen's service?—Yes.

702. *Chairman.*] You have mentioned office-rent; was there any office-rent in that item you gave?—That is amongst the miscellaneous.

703. That would be common to both services?—Yes.

704. Suppose returns of the same kind are made by the hired packets, as well as the Queen's packets, of their arrival?—Those must have been made, I apprehend, by the officers called Admiralty Agents on board the packets, and transmitted to the commander.

705. They are reported to the Admiralty?—I imagine so.

706. You have spoken of an engineer as being amongst those conducting the duty on shore; what is his duty?—The general inspection of the condition of the engines and superintending the repairs.

707. That applies solely to the Queen's vessels?—Solely to the Queen's packets.

708. Is it his duty to survey the contract packets, to see whether they are in a proper condition to do the work?—I do not know.

709. You do not know, then, one way or the other?—No.

710. Are there any other heads of expenses, besides those you have mentioned, which you can speak to?—No; they are divided into the three heads I have given.

711. *Mr. Willcox.*] Have you a return of the cost and superintendence of the packet service at Liverpool?—Not separately; it is included in those sums.

712. *Chairman.*] Does that paper contain the total of the expenses?—Yes.

713. Then, taking that back with you, you could easily have the average struck?—Yes.

714. And you can put it in afterwards?—Yes.

715. *Mr. Brown.*] Can you give the Committee the expense of victualling and manning each vessel for 12 months by themselves; that is, the wages paid for every person on board for the seamen and captain?—Yes; that could be prepared.

716. *Mr. Grogan.*] What do you mean by office-rent?—The Government, having no premises there of their own, were obliged to hire an office and such stores as were necessary.

717. In what respect does this office-rent apply to the contract packets?—Merely because the contract packet service is carried on in it as well as the Queen's packet service; there is but one office there for the whole of the packets.

718. *Chairman.*] Have you any other information with respect to passengers; is that in your department?—From the document I hold in my hand, I find that in the nine months from the 6th of April to the 31st of December 1837, 21,096 passengers were conveyed by Her Majesty's mail packets between Liverpool and Kingstown, and in the year 1838 there were 35,807. In 1839 there were 20,912; in 1840 there were 13,810; in 1841 there were 13,215; in 1842 there were 12,062; in 1843 there were 11,856; in 1844 there were 8,332; in 1845 there were 7,492; in 1846 there were 8,116; in 1847 there were 6,981, and from the 1st of January to the 5th of August 1848 there were 4,602.

719. Have you any information that will enable you to tell the Committee how that decrease of passengers has arisen?—I think I have; it appears to have been occasioned, first, by the commencement of the contract line by the City of Dublin Company on the 20th of June 1839, previous to which Her Majesty's packets regularly sailed in the evening as soon as the mails were received on board, generally about 6 P.M., and were filled with passengers, carriages, horses, &c.

720. At that time the Queen's packets used to sail in the evening?—Yes.

721. Before that time they did the morning duty?—Yes; it was then ordered that the night mail leaving London on the 26th June 1839 was to reach Liverpool at 6:30 A.M. next day, when the Government packet was to sail with it at 7 A.M., making

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making the average arrivals at Kingstown from 5.30 P.M. to 7 P.M.; thus making a day passage across the Channel instead of night, and thereby losing nearly all the passengers. On the 21st of June 1839, Her Majesty's packets were ordered to change the time of sailing from Kingstown to Liverpool from 5.30 P.M. to 11.30 P.M., being a very late and inconvenient hour for passengers, and a great many fell off from this change, as the vessels then arrived here in the middle of the day, without a train to convey the passengers on. From this time various accelerations of the mails by railway took place; and the time of sailing of Her Majesty's packets from this port was changed accordingly, from 7 A.M., as before stated, to 6.30 and 5 A.M., all tending to decrease the number of passengers. On the 15th June 1841, a further change took place by the London mails coming down to Birkenhead, on the Cheshire side the Mersey, and were put on board the packet from thence instead of from Liverpool, whilst many of the passengers came on to Liverpool by the train, and were left behind. On the 12th April 1844, the hour of sailing of the packets from Kingstown to Liverpool was changed altogether, from night departures to seven o'clock in the morning, causing them to arrive there, upon an average, at about 6.30 P.M.; thus making a day passage both to and from Kingstown, for Her Majesty's packets, which caused a general falling off of nearly all the passengers. It will, therefore, I think, be seen that whilst, during the ten years of the City of Dublin Company's contract, numerous changes took place in the hours of sailing of Her Majesty's packets, to the great detriment of the revenue by them, the contract packets regularly sailed in the evening from both sides of the Channel, and conveyed the passengers that crossed by the Government packets before the contract was entered upon. In proof of the foregoing, I submit the following receipts by Her Majesty's packets for the year before the contract began, and the year immediately after, viz. 20th of June 1838, to 19th of June 1839, 29,581*l.* 5*s.* 6*d.*; 1st January to 31st December 1840, 13,222*l.* 11*s.*, making the first year's loss 16,358*l.* 14*s.* 6*d.* upon the previous receipts.

722. That was the first change?—That was the first change, and it goes on gradually decreasing afterwards, till, in 1843, it was 12,147*l.* 7*s.* 6*d.* The receipts in 1844 were 7,864*l.* 15*s.* 6*d.*; the receipts in 1845 were 7,120*l.* 10*s.* 6*d.* Receipts during the year, before the packets were finally withdrawn from Liverpool, viz., from 1st July 1847 to 30th June 1848, were 6,950*l.* 17*s.* 6*d.*; thus showing a loss to the Government revenue during the first year after the contract of 16,358*l.* 14*s.* 6*d.*, and a gradual falling off from 29,581*l.* 5*s.* 6*d.* to the above sum of 6,950*l.* 17*s.* 6*d.* caused by the various changes in the time of sailing.

723. Before the contract was made in 1839, did the Queen's packets do both sides of the work?—Yes, they made both day and night passages.

724. There were no contracts at that time at all then?—Not then.

725. Since that period the Queen's vessels have only done half the work?—Yes.

726. And they have done that which is the least profitable half, taking the day passage instead of the night?—Yes, because offering the least accommodation to the public.

727. Mr. Willcox.] Does it come within your knowledge that the change of the departure of the packets from night to morning was part of the consideration of the contract with the City of Dublin Company?—It is not within my knowledge.

728. Chairman.] Is it within your department to know anything of the wear and tear of the Queen's packets?—It is not.

729. The accounts do not come under your observation?—Not at all, no further than as regards the casual expense that may be incurred on the spot for trifling expenses; the general account I am not conversant with.

730. Those trifling expenses that are incurred on the spot, are they included in the paper which you have put in?—No.

731. Have you any account of what they amount to?—They are all embodied in the return which the Surveyor of the Navy has given of the cost.

732. Mr. Cowper.] They are in Mr. Parkin's evidence?—Yes.

733. Chairman.] Have you any other account or knowledge of the passengers than what you have put in?—No, I have a statement, showing the receipts for the packet service in detail for the period corresponding with the expenses.

[The Witness delivered in the same, which was read, as follows:]

MINUTES OF EVIDENCE TAKEN BEFORE THE

A STATEMENT, showing, in detail, the RECEIPTS at the late PACKET ESTABLISHMENT at Liverpool, in each Year, from 1839 to its Reduction in August 1848, inclusive.

PARTICULARS OF RECEIPTS.	1839.	1840.	1841.	1842.	1843.
PASSAGE MONEY AND FREIGHT.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.
Passage Money for Passengers by the Packets - - -	20,111 2 6	13,222 10 6	12,415 17 6	11,492 10 6	11,830 12 -
Freight of Parcels conveyed by the Packets - - -	292 15 6	301 7 6	268 15 -	332 9 6	316 15 6
£.	20,403 18 -	13,523 18 -	12,684 12 6	11,825 - -	12,147 7 6
MISCELLANEOUS RECEIPTS.					
On account of the Superannuation Fund - - -	3 2 6	-	-	-	-
" Subsistence of distressed Seamen - - -	-	1 15 4	-	-	-
" Effects of a deceased Seaman - - -	-	2 6	-	-	-
" Coals supplied to private Individuals - - -	-	-	28 7 -	-	-
" Spirits - - -	-	-	5 8	-	-
" Damage done to Her Majesty's Packets - - -	-	-	96 2 10	-	-
" Stamps on Contracts - - -	-	-	-	-	-
" Victualling the Crew of the "Urgent" while employed on detached Service - - -	-	-	-	-	-
" Old Boilers sold, late "Medusa's" - - -	-	-	-	-	-
" Law Expenses repaid - - -	-	-	-	-	-
£.	3 2 6	1 17 10	124 15 6	-	-
PARTICULARS OF RECEIPTS.	1844.	1845.	1846.	1847.	1848.
PASSAGE MONEY AND FREIGHT.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.
Passage Money for Passengers by the Packets - - -	7,664 15 6	7,120 10 6	7,618 7 -	6,690 6 6	4,212 3 -
Freight of Parcels conveyed by the Packets - - -	129 12 -	38 17 -	45 4 -	16 12 6	3 9 6
£.	7,994 7 6	7,159 7 6	7,666 11 -	6,708 19 -	4,215 12 6
MISCELLANEOUS RECEIPTS.					
On account of the Superannuation Fund - - -	-	-	-	-	-
" Subsistence of distressed Seamen - - -	-	-	-	-	-
" Effects of a deceased Seaman - - -	-	-	-	-	-
" Coals supplied to private Individuals - - -	-	-	-	-	-
" Spirits - - -	-	-	-	-	-
" Damage done to Her Majesty's Packets - - -	8 14 4	11 6 1	18 12 8	11 5 -	-
" Stamps on Contracts - - -	-	-	2 7 6	-	-
" Victualling the Crew of the "Urgent" while employed on detached Service - - -	-	-	-	19 4 2	-
" Old Boilers sold, late "Medusa's" - - -	-	-	-	232 9 2	-
" Law Expenses repaid - - -	-	-	-	10 15 6	-
£.	8 14 4	11 6 1	21 - 2	273 13 10	-

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734. Are those the details from which those aggregate totals have been formed that you have put in?—No, these are the details of the receipts of the passage-money and freight of parcels.

735. What does it amount to in the last complete year of the packet service?—£. 6,690 *l.* 6 *s.* 6 *d.*; that is for the year ending in 1847.

736. What is the earliest year that you have an account of?—The year 1839.

737. What was the receipt of that year?—£. 20,111. 2 *s.* 6 *d.* for passengers.

738. £. 20,000, the passengers being 29,000?—The period is not the same; this is made up from the natural year, from the 1st of January to the 31st of December.

739. When was the other return made up?—From June in one year to June in the next.

740. Mr. Cowper.] Can you select one year in which the total number of passengers and the receipts were calculated from the same dates?—Yes; here is the year 1840, and 13,222 *l.* 10 *s.* 6 *d.* is the amount received for passage-money.

741. Chairman.] What was the cause of the difference of time, you made up those returns, June and July, and January to December?—They are made up as they are called for occasionally; this appears to be made more specifically for the purpose of accounting for any decrease of the passage-money.

742. Have you any further return relating to the passage-money or freight than that?—No.

743. That

743. That shows the amount of each year from 1839 to 1848, does it?—Yes, to 1848, up to the time the establishment ceased.

744. The broken year, as well as the rest of the whole years?—Yes.

745. The rate of passage was the same in the contract vessels as in the Queen's?—I do not know that.

746. To whom was the money paid; through what office does the receipt go?—It is paid to the officer conducting the packet service at Liverpool, and is brought to account by him.

747. To what office?—The Accountant-general's office at the Admiralty; the office I belong to.

748. Was there any deduction made for those receipts at Liverpool, or was the gross sum paid in sent to the Admiralty?—The gross sum paid in was brought to account.

749. I am not asking you what was brought to account; I am asking whether there were any deductions before the money was remitted to the Admiralty?—None whatever.

750. The gross sum was paid in?—The gross sum.

751. *Mr. Willcox.*] How was that paid in that came from Dublin?—It was put into the hands of the commander at Liverpool.

752. So that the Superintendent of the Packet Station at Liverpool would be answerable for both?—Yes; Liverpool and Kingstown were both under his superintendence.

753. *Chairman.*] How were the officers upon the shore establishment at Liverpool paid?—They were paid the full sea pay.

754. I am not asking the amount, but how they were paid?—I will describe it; the commanders and pursers in charge of stores, and the other naval officers, had each of them allowances given in consideration of their living on shore, and providing themselves with necessaries, and also an allowance for provisions, not being victualled at the public expense.

755. Who paid them?—The commander.

756. Who paid him; where did he get the money?—He drew it from the Accountant-general.

757. He did not deduct it out of the passage-money, and hand over the balance? No; it was always paid, and punctually accounted for.

758. Have you any other account relative to the receipts or expenses of those packets?—I have no other account that would afford any further information.

759. *Mr. Grogan.*] Have you any means of knowing whether the passage-money remained the same?—This return shows its gradual diminution.

760. I mean the receipt per head; the charge per person?—I am not aware that any change took place in the rate of passage-money.

George Worth, Esq., was called in; and Examined, as follows:

761. *Chairman.*] WHAT office do you hold at the Admiralty?—I am one of the Senior Clerks in the Admiralty, at Whitehall.

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762. Is it in your department to be acquainted with the various contracts that are made?—Yes, it is to a certain extent.

763. Will you tell the Committee what was the contract between Liverpool and Kingstown; at what date was the contract formed?—It was to commence on the 20th of June 1839; it was made on the 18th of April 1839.

764. What steps were taken previous to the contract being entered into?—First of all, the packets were turned over from the Post-office to the Admiralty.

765. Was a public tender the first step that was taken to obtain contract packets?—Public tenders were, I believe, not called for.

766. What steps were taken?—It appears that the Chancellor of the Exchequer asked the Secretary of the Admiralty to communicate with the Steam-packet Company.

767. What company do you refer to?—The City of Dublin Steam-packet Company.

768. Which communication was made from the Secretary of the Admiralty to the City of Dublin Company?—Yes, and asking them upon what terms they would undertake the conveyance of the mails between Liverpool and Dublin, and in the event of the Government packets being despatched from Liverpool in the morning, enclosing a copy of the terms that they would do it for.

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769. Was any communication made to any other parties than this steam company?—I cannot find that there was; I mean as far as the Admiralty was concerned.

770. You are aware that this communication did pass that you are speaking of, from documents you have access to?—Yes.

771. Can you inform the Committee if any, and if any, what steps were taken to ascertain the fitness of the amount tendered?—It appears to have been done, as far as I can see, more as a private communication or conversation between the Secretary of the Admiralty and the Secretary of the Treasury.

772. What had the Secretary of the Treasury to do with it?—It appears to have emanated from the Treasury.

773. Did the Secretary of the Treasury communicate with the steam company, or did the Admiralty communicate with them?—It was the Treasury requested the Secretary of the Admiralty to communicate in the first instance.

774. Was that communication carried on by writing, or how?—By writing, with the company.

775. When the company contracted to take the service at a certain price, were there any steps taken on the part of the Admiralty to ascertain the justness of that price?—I take for granted that it was so; I was not in charge of the packet branch at that time.

776. Who is the party who can give the Committee any information upon that subject?—I cannot say.

777. Would the records of the Admiralty show if any estimate had been prepared of the cost of the Queen's vessels at that time?—I cannot say; sometimes those estimates are called for by the Secretary, or by the superintending Lord, and he makes his minute upon it. The estimate might be, of course, easily obtained from the Surveyor of the Navy or the Accountant-general; in all cases of forming a contract, that information is called for, the information itself being in the Surveyor's or the Accountant-general's office; but the Lord, or whosoever calls for it, may keep it by him, or may send it out into the public department; it is always to be had.

778. Within your knowledge, you cannot speak to it?—No, I cannot in this instance.

779. Mr. Cooper.] In fact, the evidence you are prepared to give to-day is, that you draw from the records preserved in the Admiralty?—Yes.

780. Are those records you have extracted this paper from in your own office, or in the Accountant's office?—They are in the office at Whitehall, in my own office.

781. What do you find to have been the bargain made for this service then?—I have not got the detail of the conditions, further than a copy of the contract itself.

782. Mr. Grogan.] You had better give in a copy of the contract?—I will do so.

[The Witness delivered in the same, which was read, as follows:]

ARTICLES OF AGREEMENT made the 18th day of April in the Year of our Lord 1839 between the Commissioners for executing the Office of Lord High Admiral of the United Kingdom of Great Britain and Ireland of the one part and the City of Dublin Steam Packet Company of the other part Witness that the said Company hereby agrees with the said Commissioners that the said Company shall and will during the continuance of this Contract diligently faithfully and to the satisfaction of the said Commissioners and with all possible speed convey Her Majesty's Mails and Despatches from Liverpool in the County of Lancaster to Kingstown near Dublin in that part of the United Kingdom called Ireland and from Kingstown aforesaid to Liverpool aforesaid by means of a sufficient number of good substantial and efficient Steam Vessels each of such Vessels being supplied and furnished with Engines of not less than *One Hundred and Sixty Horse Power* and with all necessary and proper Apparel Furniture Stores Tackle and Fuel and manned with competent Officers and Engineers and a sufficient Crew of Able Seamen to be in all respects as to Vessels Engines Equipment and Crew subject to the approval of the said Commissioners and that one of such Vessels so equipped and manned shall leave Liverpool aforesaid every day at such hour between *Five and Eight o'Clock in the Evening* and one other of such Vessels shall leave Kingstown aforesaid every day at such hour between *Four and Seven o'Clock in the Evening* as shall be fixed by the said Commissioners who shall be at liberty from time to time to fix any other hour within the hours before prescribed upon giving One Calendar Month's notice thereof and that if the said Company shall at any time during the continuance of this Contract fail to provide such Steam Vessel so equipped and manned as aforesaid ready to put to sea from either Liverpool or Kingstown aforesaid or such Vessel should not proceed on her Voyage at the time at which the same should leave Liverpool or Kingstown in performance of this Contract then and so often as there shall be either or any of such defaults the said Company shall and will pay unto Her Majesty Her Heirs and Successors

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Successors the sum of £300. and also a sum of £100. for every successive period of One Hour which shall elapse until One such Steam Vessel so equipped and manned shall actually proceed to sea with the said Mails and Despatches from Liverpool or Kingstown as the case or default may be. But the payment of such Sum or Sums shall not be enforced should it be proved to the satisfaction of the said Commissioners that such default was unavoidable on the part of the said Company That all the Vessels employed in the performance of this Contract shall after having put to sea for their respective voyages with the said Mails and Despatches on board make the best of their way to the port or place for which they may be bound and shall not stop or linger on the Voyage or deviate from the direct Course thereof except for the purpose of saving Human Life and that if any such Vessel shall stop linger or so deviate (except as aforesaid) or shall put back into Port after having started on her Voyage without the sanction of the Naval Officer hereinafter mentioned then and in every and in each of such cases and as often as the same shall happen the said Company shall and will pay unto Her Majesty Her Heirs and Successors the Sum of £100.

That the said Company shall cause to be received and allowed to remain on board each of the said Vessels employed in the performance of this Contract an Officer of Her Majesty's Navy to be appointed by the said Commissioners and that such Officer shall be recognized and considered by the said Company their Officers Agents and Servants as Agent of the said Commissioners and shall have the sole and exclusive Charge and Custody of the said Mails and Despatches and shall have full authority in all cases to require a due and strict execution of the performance of this Contract on the part of the said Company their Officers Agents and Servants and to determine every question whenever arising relative to proceeding to Sea or putting into Harbour or to the necessity of stopping or deviating from the direct Course to save Human Life and the decision of such Naval Officer shall in every of such cases be final and binding on the said Company their Officers Servants and Agents and that a Berth in the Chief Cabin with suitable Bed Bedding and Furniture shall be provided and appropriated by the said Company to the exclusive use and for the sole accommodation of the said Naval Officer and also a convenient secure and proper place of deposit under Lock and Key for the said Mails and Despatches and that the same Officer shall be victualled during each trip as a Chief Cabin Passenger without any Charge being made by the said Company either for his Passage or Victualling That the orders and directions of the said Naval Officer as to the landing and receiving on board the said Mails and Despatches and all the orders and directions of the said Commissioners or their Secretary relative thereto which may be communicated to the said Company or their Agents through the Agent of the said Commissioners at Liverpool or otherwise shall be punctually and strictly obeyed and attended to by the said Company their Officers and Agents and that the said Mails and Despatches shall at all times when deemed necessary by the Naval Officer having the charge thereof be conveyed with the same Officer from the shore to the Steam Vessels employed in the performance of this Contract and from such Steam Vessels to the shore in a suitable and seaworthy Boat of not less than four efficient oars properly manned and equipped by the said Company and that either from or to Liverpool or Kingstown or any other place or part to or off which any of such Vessels may be driven by stress of weather or by any other unavoidable cause except as hereinafter mentioned that is to say that if at any time or times from the state of the tide at Liverpool it should be necessary to moor any of the said Steam Vessels employed in the performance of this Contract outside the Bar there before the time of leaving or on her arrival at that Port then and so often as such shall happen one of Her Majesty's Vessels as a tender is to convey the said Mails and Despatches together with the Officer having the charge thereof and also the Passengers from the shore to the said Company's Steam Vessels outside of the said Bar or from such Steam Vessel to the shore as the case may be But inasmuch as the precise times of the departure of the said Vessels from the respective Ports cannot at present be fixed and when fixed will be liable to alteration as hereinbefore expressed it is hereby declared and understood that whenever the time of arrival or departure of any of the Steam Vessels to be provided under this Contract shall happen to coincide or nearly so with the departure or arrival of any of Her Majesty's Regular Packets the services of Her Majesty's Tender shall be given to Her Majesty's Regular Packets in preference to those of the Company and whenever it shall be found necessary for any of the Steam Vessels hereby Contracted for and about to leave Liverpool to be moored outside the Bar Three Hours' notice thereof shall be previously given by the Company's Agent to the Officers conducting Her Majesty's Packet Service there That the said Company shall and will at all times during the continuance of this Contract at their own Cost provide and keep Seaworthy and in complete repair a sufficient number (not less than Eight) of good substantial and efficient Steam Vessels with Engines of not less than 160 Horse Power to each Vessel for the Service hereby Contracted to be performed and at the like Cost adequately provide and furnish each and every of the same Vessels with all Tackle Stores Oil Tallow Fuel Provisions Machinery Engines Anchors Cables two efficient Boats Fire Pumps and other proper means for extinguishing fire and all other Furniture and Apparel and whatsoever else may be requisite and necessary for equipping the said Vessels and rendering them at all times fully efficient for the said Service.

That the said Naval Officer shall have full power and authority whenever he may deem requisite to examine and survey all and every the Vessels to be employed in the performance of this Contract and the Hulls Machinery and Equipments thereof and if any defect or deficiency be ascertained and notice thereof in Writing be given to the Master or Commander of any Vessel in which such defect or deficiency may be found or to any Agent of

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the said Company and if the said Master or Commander of the said Company shall not immediately or as soon as possible thereupon remedy replace or effectually repair the same the said Company shall in every such case pay to Her Majesty Her Heirs and Successors the Sum of £100, but the payment of such sum shall not in any wise release or discharge the said Company from remedying replacing or effectively repairing such defect or deficiency.

And that the said Commissioners shall also be allowed and have full powers to make a Survey by any other of their Officers or Agents of all and every the said Vessels and of the Hulls thereof and of the Engines Machinery Boats Furniture Tackle Apparel and Stores of every such Vessel and if any part of any one or more of such Vessels or Engines Machinery Boats Furniture Tackle Apparel or Stores shall on any such Survey be declared by the same Officers or Agents unseaworthy or not fit and proper or adapted for the Service hereby Contracted to be performed any Vessel or Boat in which such deficiency or unfitness shall appear to the same Officers or Agents shall be deemed inefficient for the said Service and shall not be employed or used in the performance of the said Service until such defect or deficiency be made good to the satisfaction of the said Commissioners and if so employed or used before such defect or deficiency be made good to the satisfaction of the said Commissioners the said Company shall and will pay to Her Majesty Her Heirs and Successors the like sum of £100.

And it is hereby agreed between the Parties hereto and especially by the said Company that all and every the Sums of money hereby stipulated to be paid by the said Company unto Her Majesty Her Heirs and Successors shall be considered as stipulated or ascertained damages and should the same or any of them become payable and not discharged forthwith each and every of such Sum and Sums of Money so becoming payable and not discharged forthwith may be deducted and retained by the said Commissioners out of the Monies payable at any time by them to the said Company or the payment thereof enforced with full Costs of Suit as the said Commissioners may in their discretion think fit.

And the said Commissioners in consideration of the premises and of the said Company their Officers Servants and Agents at all time strictly and punctually performing the Covenants and Agreements hereby entered into by the said Company do for and on behalf of Her Majesty Her Heirs and Successors agree with the said Company that they the said Commissioners on behalf of Her Majesty will pay or cause to be paid to the said Company by Bills at sight payable by Her Majesty's Paymaster General a Sum after the rate of £9000. per annum by quarterly payments and with a proportionate part thereof should this Contract terminate on any other day than a day of payment the first of such quarterly payments to be made at the expiration of Three Calendar Months from the commencement of this Contract which it is hereby understood and agreed shall commence and take effect from a certain day to be hereafter fixed by the said Commissioners whereof notice shall be given by them to the said Company or their Agent and a Memorandum of which day shall be endorsed hereon.

Provided always and it is hereby agreed between the parties hereto that the said Commissioners are to be at liberty and to have full power on giving to the said Company One Calendar Month's notice in writing under the hand of their Secretary to dispense at any time or times with a Vessel leaving both Liverpool and Dublin or either of such Ports on a Sunday Evening in the performance of this Contract and again on giving notice as last aforesaid to direct the said Company to cause a Vessel to leave both Liverpool and Dublin or either of such Ports with the said Mails and Despatches on a Sunday Evening and further so to alter and vary the regulation in this respect when and so often as they the said Commissioners may think proper on giving such Notice as last aforesaid and any such Notice which may be so given shall be punctually attended to by the said Company their Officers or Agents and for so long as the said Commissioners may dispense with Vessels leaving both Liverpool and Kingstown on a Sunday Evening the payment after the rate of £9000. per annum so stipulated to be made to the said Company shall be reduced to a payment after the rate of £8400. per annum and for so long as the departure of a Vessel shall be dispensed with on a Sunday Evening from one of such Ports only the said payment after the rate of £9000. per annum shall be reduced to a payment after the rate of £8700. per annum.

And it is hereby agreed that this Contract shall continue in force for One Year from the day of the commencement thereof and shall then determine if either of the Parties shall have given to the other of them Six Calendar Months' previous notice in writing of its being their intention that the same should so determine but if any such notice should not be given this Contract is to continue in force after the expiration of the said Year from Year to Year until Six Calendar Months' Notice in writing as aforesaid shall be given by either of the said Parties to the other of them that the same shall determine and at the expiration of such Notice this Contract shall determine accordingly but not so as to prevent either of the said Parties availing themselves thereof for recovering any Sum of Money or Damages should there have been any breach of the Contract previously to the determination of the same.

And it is hereby further agreed and provided that the said Company shall not assign underlet or otherwise dispose of this Contract or any part thereof and that in case of the same or any part thereof being assigned underlet or otherwise disposed of or of any breach thereof on the part of the said Company it shall be lawful for the said Commissioners (if they think fit) by writing under their hands or under the hand of their Secretary to determine this Contract without any previous notice to the said Company or their Agents nor shall the said Company be entitled to any compensation in consequence of such determination.

And

And it is also agreed that the Notices or directions which the said Commissioners their Secretary or Officers are hereby authorized and empowered to give to the said Company their Officers Servants or Agents may at the option of the said Commissioners their Secretary or Officers be either delivered to the Master Commander or any other Officer Agent or Servant of the said Company in the charge or management of any one of the said Vessels to be or while employed in the performance of this Contract or be left for the said Company at the Office of Messrs Wilcox and Anderson No. 61 St. Mary Axe in the City of London or at their last known place of Business or Abode and any Notice or directions so given or left shall be as binding on the said Company as if duly served upon or left with the said Company. And in pursuance of the directions contained in a certain Act of Parliament made and passed in the 22nd Year of the Reign of King George the Third intituled "An Act for Restraining any Person concerned in any Contract Commission or Agreement made for the Public Service from being Elected or Sitting and Voting as a Member of the House of Commons" it is hereby expressly declared and agreed and these presents are upon this express condition that no Member of the House of Commons is or shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

And lastly for the due and faithful performance of all and singular the Covenants Conditions Provisoes Clauses Articles and Agreements hereinbefore contained which on the part and behalf of the said Company are or ought to be observed performed fulfilled or kept the said Company do hereby bind themselves and their Successors unto our Sovereign Lady the QUEEN in the Sum of £5000. of lawful British Money to be paid to our said Lady the QUEEN Her Heirs and Successors by way of stipulated or ascertained damages agreed upon between the Commissioners and the said Company (over and above such extra cost and expenses as hereinbefore mentioned) in case of the failure of the said Company in due execution of this Agreement or any part thereof.

In Witness whereof the said Commissioners and three of the Directors of the said Company have hereunto set their Hands and Seals the day and year first above written

783. *Chairman.*] What was the price paid?—£.9,000 per annum, but only 8,400*l.* if both Sunday boats are dispensed with, and 8,700*l.* if only one Sunday boat is employed; there is only one employed at present.

784. Can you state what the principal conditions of the contract were?—Not without reading it over.

785. Are you aware whether there were any heavy penalties as to the time in which the contract was to be performed?—The penalty was 5,000*l.* for any decided breach in the contract, but I think it was 100*l.* for any minor breach.

786. *Sir James Hogg.*] You said that the Secretary to the Admiralty was requested to make inquiries respecting this contract?—Yes, by the Secretary to the Treasury.

787. Do you find that before the Lords of the Admiralty approved of this contract, any report was made to the Admiralty by the Secretary, showing that the terms of the contract were fair and reasonable, and the grounds upon which he came to that opinion?—No, I do not know that I should find such a report as that.

788. *Mr. Cowper.*] Do you think it likely that such a communication might have been made verbally, and not in such a form as will be found in the records of the office?—It is not the practice of the Admiralty to make what we may call Board Minutes upon those occasions, but it is settled at the Board by conversation when the Board meets. The presiding Lord or the Secretary reports to the Board the information he may have acquired upon the subject, and the Board form their opinion thereupon.

789. *Chairman.*] Do you know, of your own knowledge, whether there were one or more than one steam-boat company at Liverpool and Dublin at the time, so as to have afforded the means of competition?—I do not know, but I believe there were.

790. *Mr. Grogan.*] Did you search the records of the Admiralty for any account or report to the Lords of the Admiralty about the justice of that contract?—No.

791. Did you make search for any note or memorandum of that kind?—Yes; I drew up these memoranda from papers which I got from the Record Office, but they merely contain the heads of information.

792. You were asked if any report had been made to the Lords of the Admiralty previous to entering into the contract with the City of Dublin Steam-packet Company as to the justice and propriety of the charge proposed to be made by them for the packet service; the question is this, have you made search in the records of the Admiralty for any memorandum or minute of a report to that effect, made to the Lords of the Admiralty?—No; I asked for all the papers upon the

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subject from the Record Office, and they did not give that to me; I did not make the search; it is not my duty.

793. You do not know whether there was such a report or not?—No.

794. *Chairman.*] What paper is it that you have in your hand, which you were going to refer to just now?—These are merely memoranda I made myself from copies of the correspondence in the Admiralty.

795. What is the subject of those memoranda?—Upon the subject of the Liverpool contract.

796. Are there any memoranda relating to the formation of the contract?—Yes; the memorandum is this; the Treasury appear to have been acquainted that the Secretary of the Admiralty had, in consequence of the desire of the Chancellor of the Exchequer, communicated with the City of Dublin Steam Navigation Company as to the terms on which they would be willing to undertake the conveyance of the mails between Liverpool and Dublin in the event of the Government packets being despatched in the morning from Liverpool. It also includes a certain set of conditions which the Admiralty thought desirable, and requests to know if the Treasury approve of the conditions; and if their Lordships have no alteration to suggest, that they will authorize the Admiralty to enter into an agreement for a contract upon those terms; that is the terms of the conditions which were sent to the Treasury.

797. That must have been extracted from some written documents?—From the minute of the Board; I have made extracts from the minutes and from the correspondence.

798. But you found no records of any inquiry made as to what the fit price should be?—No.

799. What other papers have you with regard to this contract in your hand?—Nothing beyond this extract I have made from the correspondence that took place upon the subject.

800. The original conditions, I suppose, can be produced here?—Yes, I should say so, and copies of all letters that have been passed officially could be produced.

801. You say you did not make the search yourself, but it was made for you; who gave you the letters from which you took the extract?—They came from the Record Office.

802. Did you find among those records any trace of any calculation as to the expense of the contract?—No.

803. Or anything with reference to any opinion of anybody about the contract?—The opinion, I recollect, was asked of the officer who superintended Her Majesty's packets at Liverpool.

804. What was that officer's name?—Commander Bevis.

805. Questions were asked of Commander Bevis; were those in writing?—Yes.

806. Did you find any record of any question put to Commander Bevis at that time?—Yes, and the conditions were sent to him, and he was desired to report his opinion upon it.

807. Is his opinion reported there?—Yes, there is an opinion from him.

808. Have you got an extract from it?—No.

809. Can you put that opinion of Commander Bevis's in at the next meeting of the Committee?—Yes.

810. Did you read his opinion?—Very cursorily. I was not aware I should be asked any question upon the subject, and did not read it particularly.

811. Do you know whether there was any expression of his opinion as to the cost of the contract?—I think there was; I cannot undertake to say.

812. You will put the letter in at the next meeting of the Committee?—Yes.

813. Do you, of your own knowledge, know anything more about the transaction of this contract?—No, nothing further than that the sanction of the Treasury was obtained, of course, for the contract; there does not appear anything else.

814. Is it in your department to know anything of the mode in which the contract has been performed?—Yes, the returns are made by the masters of the vessels which convey the mails to Commander Bevis, the officer superintending the packet service, and he transmits them to the Admiralty daily by letter.

815. Do they come to the department of the Admiralty in which you are?—Yes.

816. Has the service been performed satisfactorily?—Yes.

817. Have

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817. Have you had any complaint?—No, none that I recollect. Captain Bevis, when there is any delay, almost invariably reports; it is unavoidable, in consequence of bad weather; but if there should be anything beyond that, the Company is called upon for an explanation, in the event of any delay taking place.

818. Have you had to enforce any of the penalties of the contract?—None have ever yet been enforced, that I am aware of.

819. Should you have known it, if there had been?—Of course, by searching in the records; nothing of the kind has been done since I have been in charge of that branch.

820. How long have you been in charge of it?—Two years and a half; this contract with Liverpool was entered into long before I was in charge of the packet branch.

Luna, 4^o die Junii, 1849.

MEMBERS PRESENT.

Mr. William Brown.
Mr. FitzRoy.
Mr. Cooper.

Mr. Willcox.
Sir James Hogg.
Mr. Mangles.

J. W. HENLEY, Esq. IN THE CHAIR.

Thomas Crofton Croker, Esq. called in; and Examined.

821. *Chairman.*] WHAT situation do you hold in the Admiralty?—A Clerk.

T. C. Croker, Esq.

822. Are you conversant with the formation of the contracts for the packet service?—I was.

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823. At the time the contract for the conveyance of the mail from Liverpool to Kingstown was formed were you cognizant of it?—Yes; I had then the conduct of the packet department of the Admiralty.

824. The Admiralty has charge of that branch of the public service relating to the packet contracts?—Yes.

825. From whom do they receive their directions?—The Treasury.

826. Will you state what passed in forming this contract; what was the date of it?—An agreement appears to have existed in the year 1826, between the Post-office and the City of Dublin Company; the particulars of that agreement will be found in the Sixth Report of the Commissioners of Post-office Inquiry. In the early part of the year 1837 the packet service was transferred from the Post-office to the Admiralty. The first thing that I recollect is that the officer in charge of the packet service at Liverpool sent forward to the Admiralty on the 31st of July 1837 a printed notice, signed by the secretary of the Dublin Steam Packet Company, stating that "The Admiralty, under whose direction the mail steam packets have been lately placed, had given notice to the City of Dublin Steam Packet Company that the Government would, on the 1st of August, put an end to an agreement which during 10 years had existed between the mail packets and those of the company; one condition of which was the free passage of the shareholders in the Government vessels." And it would appear from Commander Chappell's report that the company were making preparations to oppose the Government vessels. About the middle of August 1837, on a representation made by the company, Commander Chappell was desired to say that the late agreement or understanding between the Post-office and the company was at an end. On the 1st of September, in consequence, Commander Chappell reported that the company had reduced the cabin fare to 15 s. without steward's fee, and had opposed the Government mail packets so decidedly in the passenger traffic that he had reason for believing that the receipts of Her Majesty's mail packets would be immediately and seriously reduced.

827. Were those packets which he alludes to, steam packets or sailing packets?—Steam packets.

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828. What was the price?—The price was one guinea; but it had been an understanding between the Post-office and the company that they were to raise and lower their fares simultaneously. On the 2d of September a copy of this communication was sent by the Admiralty to the Treasury. The spirit in which the opposition was carried on appears from the journal of Her Majesty's mail steam packet "Avon," when Commander Chappell reports that "the 'Avon's' course was impeded by the unfair crossing of the 'Athlone' City of Dublin Steam Company's private passage vessel." On the 2d of October the Admiralty wrote to the owners of the "Athlone," requesting them to put a stop to such conduct, otherwise their Lordships would be obliged to take serious notice of it. On the 14th of November, the Treasury informed the Admiralty that they have had again under their consideration the correspondence respecting the conveyance of the mails between Liverpool and Dublin by contract; and that so far as regards the conditions required by the Post-office, such conditions will be procured as soon as possible; that the Treasury considered the Admiralty to be the proper judges as to the performance of the naval part of the contracts, and to be best able to frame such conditions as might insure the execution of that part of the service, leaving as much freedom in the performance of the duty as may not be inconsistent with the public service. The Treasury also stated their opinion to the Admiralty, that publicity should be given to the terms of the contract when settled, and ample notice, in order to afford time to parties to make the necessary preparations after their tender had been accepted. Upon this communication, the Comptroller of the steam-packet service was directed to prepare the conditions of a contract. Those conditions, after considerable inquiry, were drawn up. A vast mass of details and calculations were gone into. It would appear, that the Accountant-general made an estimate for the service, if performed by the Government, that it would cost 51,267 *l.* annually.

829. Does that estimate allow anything for the receipts from passengers?—I have not looked into that point. Returns of passengers were called for, and I know there was an account of them, but the papers I have had to look through are exceedingly voluminous, and I have not had much time to look closely into them.

830. You cannot say whether that sum of 51,267 *l.* was the actual cost of the packets, or the balance of expense after deducting the receipts?—I should say that it was the actual cost of the packet service; that whatever the passengers' receipts might be would have to be written off as credit; the secretary of the Admiralty went into a calculation upon different data from that upon which the Accountant-general founded his calculations; and his calculations were that the cost to the Government would be 47,267 *l.*, making a difference between the Accountant-general's calculations and the calculations of the secretary of the Admiralty of 3,341 *l.* The calculations were then tested to show the difference between the Government calculation and the mercantile calculation. In the naval calculations, generally speaking, insurance and interest of money are not taken into account, and this makes a difference very often of 10 per cent. However, it would appear that in the Secretary of the Admiralty's calculation, he made the wear and tear less by 3,248 *l.* than the Accountant-general was inclined to allow; and he made the insurance less by 420 *l.*; on the other hand, he made the interest of money more by 327 *l.*; and thus the sum of 3,341 *l.*, the difference between the two, may be explained.

831. Then in point of fact the interest of money and insurance did form elements in both those calculations?—They did; they were made upon mercantile principles; upon the 15th of December the Comptroller of victualling was desired to advertise for tenders for the conveyance of the mails between Liverpool and Kingstown by steam vessels, to be inserted in the London, Liverpool, Dublin, Glasgow, and Edinburgh papers.

832. Were they inserted?—I should presume they were.

833. That question is asked because the Committee were told by a witness on Friday, that no contracts were advertised for; your belief is, that tenders were advertised for?—I should say, certainly; copies of the conditions were directed to be shown at Somerset House, and by the agent at Liverpool, and by the collectors of customs at Glasgow and Leith; so that proper publicity was given to the matter. I do not recollect whether any other company tendered, because I have not recently seen the papers; but it would appear that the

the City of Dublin Company did tender, in consequence of this advertisement, for 34,000 *l.*, a year, and that on the 1st of February 1838 the Admiralty declined the tender.

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834. *Sir J. Hogg.*] Would not it appear among those papers which you have consulted, whether any other company made a tender or not?—No doubt it does appear, but I had to turn over a mass of papers, and it must have escaped my notice. My impression is, that there was only one tender from the City of Dublin Steam Company.

835. *Chairman.*] What was the next step?—On the 3d of February the agents of the company stated that they were willing to abide by the offer made to the Treasury in 1826, and they enclosed certain calculations; on the 5th of February the agents were acquainted that the Admiralty had nothing to do with their calculations, but that if they wished to make any offer their Lordships were willing to receive it; on the 20th of February the agents of the company offered to perform the service for 24,500 *l.*, with a contingent reduction of 2,500 *l.*

836. Was that upon the same terms of contract?—Upon the same terms of contract; the reduction offered of 2,500 *l.* was for some particular reasons that were stated; I think it was partly for exemption from light dues.

837. Was it also for non-performance of Sunday duty?—Yes, there were more stipulations than one made.

838. Was that contract accepted?—The Treasury was acquainted with the tender, and asked whether the Admiralty was to accept this offer or to refuse it; and it was on the same day, or the following, that the Treasury stated that they did not consider that this offer should be accepted, and on the 22d the agents of the company were so acquainted. The mass of papers relating to this matter is very great, and there has been little time allowed to get them together, for I was not aware that I should have been examined till late on Saturday; all the papers no doubt exist, but there is a blank in my notes from the 23d of February 1838 to the 17th of April 1839; during that time it would appear that some communications had taken place between the Government and the company respecting another tender, or some modifications of their offer.

839. By the same company?—Yes.

840. The negotiation went on from February to April?—I should think so, from a minute I find on the 17th of April.

841. What took place upon the 17th?—A communication was made to the agents of the company respecting "the contract now in progress," as to the times of departure of the contract vessels. On the 20th of April the agents agreed to the stipulation, and it was accordingly inserted in the contract, but there appears to have been a considerable amount of correspondence from May to November respecting the raising and lowering of the fares of the packets. The contract was made on the 18th of April 1839, and it was to commence on the 20th of June 1839, at 9,000 *l.* per annum, and was to be closed at six months' notice; the company were to provide eight steamers of 160 horses power.

842. What was the difference in the terms and conditions between the contract that was taken at 9,000 *l.* and the tender which was made at 34,000 *l.* a year?—I cannot say.

843. *Mr. Willcox.*] Was not the first tender for double service both morning and evening?—It might have been contemplated. I find that the contract to which I refer, in April 1839, was for a second line of mail packets with the City of Dublin Steam Packet Company. Government was forced by the railway to have two daily mail communications with Ireland.

844. *Chairman.*] This 9,000 *l.* was for one of those communications?—Yes.

845. Before that time there had been only one?—Yes, but I suppose a second must have been contemplated.

846. *Mr. Willcox.*] Do you happen to recollect whether there were any other tenders for that service besides that of the City of Dublin Steam Packet Company?—I believe not.

847. *Chairman.*] Was any public notice given of the change of terms, if the terms were changed, before this contract for 9,000 *l.* was taken?—My notes do not enable me to answer that question; at this distance of time it is impossible to speak from memory.

848. *Sir J. Hogg.*] Are those notes to which you have referred memoranda which

T. C. Croker, Esq. which you have made recently from looking over the papers in order that you might collect information for the Committee?—Yes; yesterday (Sunday).

4 June 1849. 849. You have not looked at any thing intermediate between the two dates you have mentioned in February and April 1838?—I could only look at what was furnished to me from the Record-office of the Admiralty.

850. But you can look and make your statement consecutive and complete as to all that passed?—I have no doubt it could be done.

851. *Chairman.*] Could you also furnish a statement of the variation in the terms from those of the original public notice that was put forth in 1837 to those upon which the contract was taken in 1839?—Certainly, if the Admiralty give me permission; every variation in the terms will appear in the original correspondence.

852. Can you give any information as to the difference between the 47,267*l.* which was estimated by the Secretary of the Admiralty, and the larger sum which was estimated by the Accountant-general?—I can give in a statement of the main features of the calculation.

853. *Sir J. Hogg.*] Will you have the goodness to state also whether the conditions were advertised, and whether there were tenders from any other company except the company with which the contract was made?—Certainly; that would naturally come into the history of the transaction.

George Worth, Esq. called in; and further Examined.

G. Worth, Esq.

854. *Chairman.*] YOU are aware of the contract that was entered into before February 1840, for the conveyance of the mails between Aberdeen and Lerwick?—It was done before I came into the packet department the second time.

855. Have you procured information upon the subject by inquiry in the office?—Yes, I made a search in the Record-office; I have procured a great deal of information, but I am afraid that it does not comprise everything.

856. Was it put up to public tender?—Yes.

857. When?—In March 1838, I think.

858. What time was given for the commencement of the contract?—I am not prepared to answer that.

859. Was there more than one tender sent in?—There were three tenders sent in.

860. Was the lowest accepted?—No.

861. Why not?—Three tenders were advertised or. One was for a sailing vessel of not less than 80 tons, new measurement, to convey the mail between Peterhead and Lerwick; of course to be surveyed by the Admiralty officers; not to stay longer than 36 hours at Lerwick; the mails to be in charge of the officer appointed by the Admiralty, or the Postmaster-general; which officer was to be victualled on board the vessel. The contract to be for one year, with six months' notice; penalty 500*l.* for non-performance. The second was for a steam vessel of not less than 80 horse power, on the same line; she was to call at Wick, or Kirkwall, in the Orkney Islands, or any other port between Aberdeen and Lerwick, provided she reached Lerwick in 60 hours after leaving Aberdeen, under ordinary circumstances of wind and weather; she was not to remain longer than 36 hours at Lerwick; that was the second. The third was for a steam vessel from March to October inclusive, and a sailing vessel from November to February inclusive. The steam vessel might call at the intermediate ports, but the sailing vessel was not to do so.

862. Were those offers that were made to the Admiralty, or requisitions put forth by the Admiralty?—Those were advertisements put forward by the Admiralty for tenders.

863. How many tenders had you in answer to each of those?—There appear to have been but three in the whole.

864. Were they for the same, or for different things?—They were for different things. The first was for a sailing vessel by Keith Forbes of Peterhead, for 500*l.*

865. Was that accepted?—No, it was not. The second was from the Aberdeen, Leith, and Clyde Shipping Company for steam vessels for the whole year, for 600*l.*

866. Was that accepted?—Ultimately it was. Another was from the same company

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company for steam vessels for eight months of the year, and a sailing vessel for the four winter months: that was for 330 *l.* An abstract of this was sent to the Treasury.

867. How came this 600 *l.* to be turned into 900 *l.*, which is the sum which now appears to be paid?—This contract did not continue; they first of all wished to modify it.

868. When did the contract that is now in existence for 900 *l.* a year begin?—In February 1840.

869. The sum of 600 *l.* was the price offered by public tender, and that offer was accepted?—Yes.

870. When did that contract cease and the 900 *l.* commence?—In the year 1840.

871. When that change from 600 *l.* to 900 *l.* took place, was there any public tender?—Yes.

872. Mr. *FitzRoy*.] Why was that contract for 600 *l.* terminated?—The contractors gave notice of the termination of the contract. First, they wished to substitute a sailing for a steam vessel, and the Admiralty objected to that.

873-4. Did they wish to substitute it entirely?—Merely for a time, at first, whilst the steamer was under repair; they had a steam vessel that required to be repaired, and they requested to be allowed to substitute a sailing vessel during the time; that was in 1837.

875. *Chairman*.] Was there any other public tender called for at the time when this 600 *l.* ceased to be paid?—I am afraid I am not quite prepared to answer that question.

876. Mr. *Cowper*.] Will you state the period at which the new contract was formed, and any circumstances you know relating to the formation of the contract in 1839?—In December 1838, the contractors requested to be allowed to employ a sailing vessel instead of the steamer; that was objected to. Then the Admiralty told them, that they might if they pleased make an offer for a steam vessel for one part of the year, and a sailing vessel for the other part; and that if they did so they would submit it to the Treasury for their consideration, and that was done.

877. Did they make an offer?—Yes.

878. *Chairman*.] What did they offer to do it for, and when was the offer made?—The contractors, in December 1839, offered to convey the mails according to tender No. 3, which was partly by steamer and partly by sailing vessels, for 330 *l.* a year; but they said it must, however, be clearly understood that this was not an offer for another year, but only to take the tender they gave in April last, (which was for the service by steam for eight months, and by sailing vessels for four months) for the present year, and subject to six months' notice, the same as the present contract. It was to complete the twelve months from the commencement of the contract.

879. Was that accepted?—It was submitted to the Treasury and recommended for their sanction, and the Treasury sanctioned this.

880. Then what took place to turn this 330 *l.* into 900 *l.* a year?—Then there was some complaint as to the contract not being performed satisfactorily; and at last the contractors, on the 22d of March 1839, gave notice to terminate the contract at the end of six months from that date.

881. Was it terminated at the end of six months from March 1839?—No; there was a question as to the date, whether it terminated on the 1st of April or the 17th, but it was terminated.

882. In the autumn of 1839?—Yes.

883. Mr. *FitzRoy*.] Was the service done for that year for 330 *l.*?—Yes, I think it was.

884. *Chairman*.] Were fresh tenders advertised for in 1839, for this service?—There were.

885. Mr. *FitzRoy*.] Was the advertisement in the same form as before, with the three alternatives?—I have not the particulars of it.

886. *Chairman*.] Were any offers made in consequence of the putting out of that notice for tenders?—There was one from the same company, the Aberdeen, Leith, and Clyde Shipping Company, for 1,000 *l.* a year.

887. Was that for a steam performance altogether, or partly steam and partly sailing?—I am not certain; but I believe it was partly by steam and partly by sailing vessels; eight months steam and four months sailing.

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888. Do you know whether there were any tenders by any other parties except by the parties who took the contract?—Not upon this occasion.

889. Was the tender for 1,000*l.* accepted by the Admiralty?—No.

890. What further steps were taken?—It was considered too high, and then one of Her Majesty's cruisers, the "Speedy," was employed in conveying the mails.

891. For how long a time?—For some months. I recollect that she was withdrawn ultimately, upon the ground that the Admiralty did not consider it safe to employ her during the winter months. I should think it must have been about three months.

892. Was any fresh advertisement for a contract put forth?—No; the Comptroller of Victualling was desired to ascertain whether private parties would undertake the service.

893. At what date was that?—In November 1839.

894. With what private parties was he directed to communicate?—I do not think that any specific direction was given to him; I suppose he was to use his own discretion with respect to the different ship brokers.

895. What was the result of his communication?—On the 25th of November, in the same year, the Treasury were informed that the Admiralty having ascertained that the cost would exceed 1,000*l.* a year, were of opinion that if any contractor would undertake it for 900*l.* a year it would be an advantageous arrangement for the public; and as serious apprehensions were entertained for the safety of the "Speedy" during the winter, the Admiralty requested the sanction of the Treasury to accept any private offer to do that service for 900*l.* a year.

896. In consequence of that communication to the Treasury was the bargain made for 900*l.* a year?—Yes. On the 27th of November 1839, the Treasury sanctioned a contract for 900*l.* a year.

897. Was that by the same parties who had performed the service at 600*l.* and 330*l.*?—Yes.

898. You have said that the Admiralty informed the Treasury that they had ascertained that it would cost 1,000*l.* a year to do it. What steps were taken by the Admiralty for that purpose; how did they ascertain that it would cost 1,000*l.* a year?—The Comptroller of Victualling, who has the control of the transport services, and who has to do with the taking up of merchant vessels for the conveyance of troops and stores, was desired to collect information as to the probable expense of performing the service; and I conclude that upon his report the Treasury were informed that he had ascertained that 1,000*l.* would be the cost at which a private party could be found to undertake the service.

899. The bargain eventually was made by a private arrangement with this company, without any tender from any other, or any public advertisement?—After the Treasury in November 1839 had sanctioned the 900*l.*, the proposed conditions of contract were sent to the Treasury, and the Treasury were asked whether the contract should be made with a private party, or whether tenders should be advertised for. On the 6th of December the Treasury answered, giving their sanction to the contract being entered into with a private party.

900. And it was in fact concluded with those parties by private arrangement?—On the 31st of December the Comptroller of Victualling transmitted two tenders from the Aberdeen, Leith, and Clyde Shipping Company, offering to convey the mails seven months by steam vessels, and five months by sailing vessels for 950*l.* a year, or if by steam vessels for six months, and by sailing vessels for six months, for 900*l.*, making 50*l.* difference, according to whether the steamers ran a month more or less.

901. Was that tender eventually accepted?—In January 1840, the Treasury stated their opinion, that the tender of the Aberdeen, Leith, and Clyde Shipping Company for six months by a steamer, and six months by a sailing vessel for 900*l.* should be accepted, and that contract was therefore concluded.

Veneris, 8^o die Junii, 1849.

MEMBERS PRESENT.

Mr. Willcox.
Sir William Clay.
Mr. W. Brown.

Mr. Cowper.
Sir James Hogg.
Mr. Bankes.

J. W. HENLEY, Esq. IN THE CHAIR.

Thomas Crofton Croker, Esq. called in; and further Examined.

902. *Chairman.*] HAVE you made further search in the Admiralty respecting the Contract Service?—Yes. *T. C. Croker, Esq.*

8 June 1849.

903. What papers have you got in your hand?—I have got a memorandum as to contracting for the conveyance of the mails at Liverpool, showing a calculation of the expense; it is an estimate made by the Secretary of the Admiralty, with the observations of the Accountant-general in the margin.

904. By whom does that calculation appear to have been made?—By the Secretary of the Admiralty and by the Accountant-general of the Navy.

905. *Sir J. Hogg.*] Jointly or separately?—Separately; they differ.

906. *Chairman.*] What is the amount of that calculation?—According to the Secretary of the Admiralty it amounts to 21,576 *l.*, and according to the Accountant-general it amounts to 24,301 *l.* They are both rough estimates.

907. For what service?—The conveyance of the mails once a day between Liverpool and Kingstown.

908. Was that calculation subject to any change or revision?—None that I am aware of.

909. Will you go on to the contract if you please; what took place after the tenders were put in to do the work that was advertised for?—Here is a copy of the advertisement of the 16th of December 1837; I have the names of all the newspapers in which it was advertised. There was but one tender put in, and that was on behalf of the City of Dublin Steam Packet Company for 34,000 *l.*

910. What did the advertisement that was put in require to be done?—Merely to perform the mail service between Liverpool and Kingstown.

911. When you use the words "Mail service," do you mean, or did the advertisement mean, the service once a day only?—It is not specified; but the service was then performed only once a day.

912. Is it your belief that it means the mail service to be done once a day only?—I should say so; but, as nothing came to be defined by way of contract, it is impossible to say what the Admiralty, in conjunction with the Treasury, may have contemplated to have inserted in the contract.

913. Now we will go, if you please, to the actual bargain that was made; at what date was that bargain made?—In February 1839; but there was an amended offer upon the 34,000 *l.*, which was also rejected.

914. Will you be good enough to confine yourself to the making of the bargain; that bargain was made in February 1839?—Yes.

915. What was the amount that was agreed to be paid?—£. 9,000.

916. For what service?—For performing the service between Kingstown and Liverpool once a day.

917. At what time were the packets to sail, in the morning or in the evening?—The contract specifies the evening.

918. That being presumed to be the time at which the greatest amount of passage-money would be likely to be received?—Unquestionably.

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919. Upon

T. C. Croker, Esq. 919. Upon what calculation was it that the Government reduced the price from the amount originally offered of 34,000 *l.* to 9,000 *l.*?—I cannot presume to say what might have passed between the Chancellor of the Exchequer and the Secretary of the Admiralty upon that subject.

8 June 1849.

920. Have you any records to show why the amount was reduced from 34,000 *l.* to 9,000 *l.*, or why it was reduced below the estimate of the Admiralty officers?—None. But there is on record a minute "That Mr. Wood (Secretary of the Admiralty) having, by the desire of the Chancellor of the Exchequer, communicated with the directors of the City of Dublin Steam Navigation Company as to the terms on which they would be willing to undertake the conveyance of mails between Liverpool and Dublin, in the event of the Government packets being dispatched from Liverpool in the morning," he, Mr. Wood, was authorized, it would appear, to make a bargain with the company.

921. Not specifying upon what terms?—He enclosed a tender of the terms on which the company would undertake that service, and requested to know if the Treasury approved, and if their Lordships had no alteration to suggest, that they would authorize the Admiralty to enter into an agreement for a contract on their terms. Those terms do not appear; but they must have been 9,000 *l.* per annum.

922. Have you any record to show why it was that the amount was lowered from 34,000 *l.* to 9,000 *l.*?—There is no record that I am aware of.

923. Do you know, without any record, why it was?—I have my own belief that it was in consequence of the evening sailings being given to the City of Dublin Steam Navigation Company. The value of the passage-money was estimated at about 26,000 *l.* a year.

924. When the contract was originally advertised for, in 1837, was it contemplated that there should be a double line of packets?—It must have been contemplated, but nothing was said upon the subject that I am aware of.

925. Was the estimate which was made by the Government officers, the Secretary of the Admiralty, and the Accountant-general, framed upon the calculation of the whole receipt of passage-money by the Government?—Yes; upon the whole receipt of the passage-money by the Government, which was set off as a credit.

926. There being then only one line of packets?—Exactly.

927. I understood you before to say, that in your belief the advertisement was put forth for one line of packets on the same basis as the Government estimate was formed upon, of 21,000 *l.*?—Yes, I should say so, and I believe so, but there is nothing to show it.

928. *Sir W. Clay.*] That would lead to the inference that the Government got done for 9,000 *l.* what they themselves admitted would cost 21,000 *l.*?—The company evidently calculated upon the passage-money making up the difference to them.

929. *Sir J. Hogg.*] Will you have the goodness to read from the advertisement in 1837, the terms of the tender?—"The Commissioners for executing the office of Lord High Admiral of the United Kingdom of Great Britain and Ireland, do hereby give notice that on Thursday, the 1st of February next, at one o'clock, they will be ready to receive tenders, under conditions, which may be seen at the above office, or upon application to Commander Chappell, of the Royal Navy, agent for Her Majesty's packets at Liverpool, or to the collector of customs at Dublin, Glasgow, or Bristol, or to Lieutenant Wentworth, R. N. at Leith, for the conveyance of mails between Liverpool and Kingstown in steam vessels of not less than 240-horse power each. All tenders are to be made upon the printed form provided for the purpose, which may be had upon application as above, and they are to be addressed to the Secretary of the Admiralty, at Somerset-place."

930. At the time that advertisement was issued there was only one such communication daily?—One mail communication only.

931. Will you have the goodness to read the tender that was put in, in consequence of that advertisement?—"Tenders for performing the mail service between Liverpool and Kingstown, for three years certain, by steam vessels." Then follow: "Brokers' names," "ships' names;" and then are given the vessels' tonnage, where they are lying, the draught of water, and so on; and the sum, that sum being 34,000 *l.*

932. *Chairman.*]

61

932. *Chairman.*] Is there anything in the conditions of the contract, or in the conditions that were put forth to the public, to inform them whether or no the Queen's packets would continue running at the same time that these packets were advertised to run?—Not that I am aware of.

T. C. Croker, Esq.
8 June 1849.

933. *Sir J. Hogg.*] Was it not understood that the meaning of that advertisement was to get something in substitution of the line of packets of the Government, and not in addition to them?—I cannot say what the meaning of the advertisement was intended to have been; indeed I believe it was not intended to have any meaning other than what it expressed. My reason for stating that it was not intended to have any meaning is, that previous to this advertisement being put forth, an advertisement was put forth to take up steam vessels by the year, which might either have been employed upon the packet service, or the transport service, without defining anything more upon the subject; and I believe there was no reply to that advertisement.

934. Do you think it possible that any company or any individual could contract to furnish steam vessels without inquiring where they were going, or the service upon which they were to be employed?—I do, if a very large sum was paid or guaranteed.

935. It must, in such a case, be such a sum as to cover the expenses of the voyage which would most try the steam vessels?—Certainly.

936. Therefore such an advertisement would be the most injurious advertisement to the public interests that could be put forward, because it would insure the payment of the maximum demand?—Not the payment; there were a great many speculative persons with steam-boats in the market, and such an advertisement might have been put forward as a feeler, to ascertain how many persons were inclined to speculate in steam.

937. Do not you think that when the Admiralty put forth that advertisement they had in their own minds some definite idea as to whether that line of packets was to be in substitution of their own line of packets, or in addition to it?—I know that the Admiralty had, in their own minds, at that time, the probability of a second line being forced upon them by the railroads. They had a bad class of vessels, and the question was, whether it would be more economical to contract for both lines, or for one line, or to build better vessels. They put forth an advertisement, certainly very indefinite, and they were asked a large sum of money for the performance of the service.

938. *Sir W. Clay.*] Could you furnish the Committee with an account for seven years, from 1840 to 1847, showing the probable cost to the public of performing the entire packet service between Liverpool and Kingstown. And on the other hand, have you the means of furnishing any estimate of what would, in such case, have been the receipts from the passengers and goods traffic, to be set against the total expense so to be incurred?—It would be a very laborious return to make, and after all a matter of mere estimate.

939. *Mr. Couper.*] With regard to the estimate of the receipts, would not a difficulty arise from the fact that the passengers would not all have gone in the Government mail packets, but would, to a considerable extent, have gone in the private packets of the City of Dublin Steam Company, which were running at the time mentioned in opposition to the Government packets?—In regard to the gross receipts of passage-money upon the station, of course the Admiralty have no means of ascertaining that, and it is a very difficult thing to form an average, for the fares fluctuated from a guinea to 9s. 6d.; as between light and darkness, in popular estimation, there is a serious difference of opinion in passenger traffic.

940. In order to enable the Committee to judge of the expenses of the station have you not a minute and detailed calculation made by the Secretary of the Admiralty, which you can put in?—Yes; here it is, with the Accountant-general's observations; and I am ready to explain the reason of the difference.

[*The Witness delivered in the same, which is as follows :*]

L. C. Croker, Esq.

8 June 1849.

MEMORANDUM on CONTRACT for Conveyance of Mails at Liverpool.

30 January 1838.

[Dr. and Cr. Account annexed.]

In considering the question of the advantage or loss by contracting for the conveyance of the mails from Liverpool to Dublin, the first point is the probable receipts.

Receipts.

The annual receipts calculated on those for the two last quarters, one of the summer and one of the winter, would be

23,440 *l.*,

and after deducting the per-centage to the officers,

21,680 *l.*Former fare - - - 21 *s.* - *d.*Present fare - - - 9 *s.* 6 *d.*

It must, however, be remembered, that for part of this time the fares have been reduced far beyond what they would be permanently fixed at.

If the same number of persons were conveyed at the old fares the receipts calculated on the same grounds, would be,

29,760 *l.*;

or deducting, as before, the per-centage,

27,230 *l.*

The mean between the two is

24,455 *l.*

The receipts under the General Post-office were assumed to be about 25,000 *l.*, which may therefore be assumed to be the future receipts, unless, indeed, as is probable, the completion of the railroad adds considerably to the number of passengers.

Expense.

2. EXPENSES.

The expense of the "Redwing," it is presumed, must remain, for the purpose of collecting ship letters; and therefore the expense only of the four packets is taken.

The expense of four vessels like the "Urgent" is as follows:

Wages - - - -	£. 4,700
Compensation for victuals - - -	4,000
Coals - - - -	8,192
Shore establishment - - -	1,410
Rent - - - -	196
Pilotage - - - -	388
Contingencies - - -	700

£. 19,586

which is taken from the expense actually incurred.

It is not very easy to form an estimate of the expense of wear and tear, repairs of hull and machinery, stores, &c. &c., except upon a long average of years.

Mr. Edye, however, states that 10 per cent. on the prime cost of the boats is the minimum; 12 per cent., allowing for accidents, may be assumed as a fair allowance.

The "Urgent," the best boat on the station, cost upwards of 29,000 *l.*, the other boats cost less; but it certainly would be necessary, if the establishment is kept up, to improve the description of boats, so that they might at least be equal to the "Urgent," which was inferior in speed to the steam-boats of the Dublin Steam Navigation Company, which ran against our packets in the summer.

Mr. Edye thinks that such a vessel might be completed for 26,000 *l.*, so that the expense of four would be about 104,000 *l.*

12 per cent. upon this would be

12,480 *l.*,

and this sum, added to the expense as stated above, is

32,066 *l.*,

which would therefore be the expense of the establishment per annum.

Considering

Acc^t-General.28,500 *l.*114,000 *l.*13,680 *l.*33,266 *l.*

Considering the question in a mercantile view, interest of money and insurance ought to be added. *T. C. Croker, Esq.*
The former at 10 per cent. is 10,400 *l.*, the latter at 5 *l.* 5*s.*, is 8 June 1849.

11,400 *l.*

5,985 *l.*

17,385 *l.*

50,651 *l.*

17,385 *l.*

8,816 *l.*

5,460 *l.*

making together the sum of

15,860 *l.*,

which, added to the above sum, gives

47,926 *l.*

omitting, however, the two last items (15,860 *l.*), the annual loss appears to be 7,616 *l.*

In the event of contracting, however, some expense would be incurred under the following heads:

Agent on shore, and clerks - - - £.700

Agents on board, at 200 *l.* each - - 800

Passage of soldiers, calculated on the

number conveyed at the rate paid in

private vessels, now carried gratis - 400

£. 1,900

which should be deducted from the above sum, in order to show the actual difference in favour of contract.

This amounts to 5,716 *l.*; and if the sum stated above, for interest of money and insurance, be added, the total sum is

£. 6,916

17,385

£. 24,301

£. 21,576

£. 34,000 Offer by contract.

£. 9,609 Loss by contract.

941. *Chairman.*] Are you able to give the Committee any other information as to the diminution of price between the 9,000 *l.* that the contract was eventually taken at, and the amount estimated by the Secretary of the Admiralty?—No; it must have been a matter of private bargain between the Government and the agent of the City of Dublin Company, with which I was not cognizant.

942. Between the year 1837 and the year 1839, when the contract was eventually taken, was the service continued to be performed by the Queen's packets?—It was.

943. Do you know whether there was any considerable increase in the number of passengers during that time; is there any evidence to show that?—For 1838 I have got a comparative statement of the receipts of the Liverpool packets before and after raising the fares.

944. What were the fares in 1837?—A guinea.

945. What were they in 1838?—I believe they came down to 9*s.* 6*d.*; they fluctuated.

946. Were they a guinea at the time the contract was advertised for?—Yes; they came down afterwards.

947. *Mr. Couper.*] Can you state the number of passengers in 1838, 1839, and 1840, that went by the Queen's packets?—In 1838 the number was 36,807; in 1839, 20,912; and in 1840, 13,810.

948. *Chairman.*] The opposition company had lowered the fares, and taken away the passengers?—Decidedly.

949. The passage-money was a guinea by both parties in 1837, when the contract was put out?—Yes.

950. And you are not in possession of any information as to the probable increase of passengers between 1837 and 1839?—There is an immense mass of correspondence in the Admiralty; returns were called for almost weekly, and calculations were made, but I am not prepared to give the details on this head.

951. It was a part of the bargain that the passage-money was to be kept up to a guinea or a pound when the contract was made?—Whatever the company charged, the Admiralty considered themselves bound to charge, because it had been so arranged by the Post Office.

952. Between the period of 1837 and the period of 1839, when the bargain was finally completed, was there any other public tender put in?—There was but the one tender in 1837.

T. C. Croker, Esq.

8 June 1849.

953. There was no advertisement made for tenders afterwards?—None; for there was but one answer to the advertisement in 1837; only one party tendered.

954. *Mr. Willcox.*] Have you got the original tender?—Not the original tender; it is at the Admiralty; this is a copy of it.

955. Does that state whether it was for service to be performed twice a day or once a day?—It does not; but it must be for service to be performed once a day, because the contractors were only required to have four steam packets of 240-horse power; with four steam packets it was impossible to perform the service twice a day.

956. *Mr. Cowper.*] You stated just now that you considered the Admiralty had put forth that advertisement without a meaning; will you explain to the Committee exactly what you intended to convey by that expression?—The object appears to me to have been to ascertain the number of steam vessels and the number of parties that were likely to tender for any Government contract.

957. So that you think it might have been a preliminary step, which they thought would clear the way for a more definite contract after the tenders had been received?—Exactly; it was what has been called “a feeler.”

958. *Chairman.*] Is it likely that the public would tender upon that advertisement, unless the thing to be tendered for was so definite as to enable commercial men to know what they were about?—Unquestionably they might have done so, or thought about it.

959. Do you think that commercial men are likely to tender to do a service, when the service is so ill defined that they do not know what they are to do?—Not commercial men of high character, but there are two classes of commercial men, and it might elicit information useful to the Admiralty.

960. Do you consider that any class of commercial men would tender if they did not know what they had to do?—Yes; I have seen instances of it.

961. *Sir J. Hogg.*] Would such tenders be from an inferior or from a superior class of commercial men?—From an inferior class, or a very speculative man, I should say.

962. Would the Government put forth an advertisement in such a manner as to exclude the superior and attract the inferior class of public competitors?—No; but the Government at this time had had little experience in contracts for steam packets, and they were anxious to know what parties were inclined to tender.

963. *Mr. Cowper.*] Will you state what were the conditions of the contract alluded to in the public advertisement?—That there should be not less than four steam vessels of 240-horse power, and one of those steam vessels was to leave Liverpool, and another to leave Kingstown daily, at such an hour as the Admiralty might determine.

964. Therefore the only point left undefined was the hour at which the Admiralty might require the vessels to leave?—Yes; in that advertisement.

965. *Chairman.*] Was there anything in the conditions referred to which might have been seen at Liverpool, or at other places, stating that the Government would or would not withdraw their own packets from the station?—Certainly not.

966. Then no persons tendering could tell whether they would have the whole service to themselves, or whether they would be running in competition with the Government packets?—No; they were asked to perform one line of service; they might anticipate that there would be a second line to be performed, but whether the Government or the contracting parties were to perform that second line was, it appears, left undefined.

967. Then it is most likely that from such an advertisement as that, no commercial company could offer to perform the service without asking a very high price?—I should think not.

968. It was hardly putting the thing to a fair competition to the public?—I think it was the first advertisement that the Admiralty put forth for a tender for steam packets, except that undefined one in which nothing was defined at all.

969. My question is, was that a likely mode to obtain a fair competition from the public?—I should say the public might have inquired about it; parties who had steam vessels; but I question whether at that moment there were four disposable vessels of 240-horse power to be had readily.

970. That

970. That is no answer to the question; will you be good enough to give an answer to it?—That advertisement certainly showed that the Admiralty wanted to contract; whether it was the best mode of obtaining the lowest contract or not is another question.

T. C. Croker, Esq.

8 June 1849,

971. What time was given in the advertisement, between the tender and the period that the service was to commence?—That, I believe, was to have been a matter of arrangement; the tendering parties were called upon to state the period at which their vessels would be complete for sea.

972. Was there any date fixed at which the contract was to commence?—That is generally defined before the contract is signed.

973. But how are the public to tender, when they do not know when the service, under the contract, is to commence?—They are called upon to state when they will be ready to perform the service.

974. Was there anything to lead the public to know that they would have time, for instance, to build vessels for the purpose?—No.

975. Then it was not possible for persons who might have wished to build vessels to offer for that contract?—No; I should think not.

976. Then, in point of fact, it was confining the competition to those parties who happened to have vessels at that time suitable to do the work?—Exactly.

977. Mr. Willcox. Does not the form of the tender invite parties, if they think proper, by a separate letter on the other half sheet of paper, to make any observations that they have to make?—I believe few tenders have been put in without what are called riders to them, and which conditions are generally afterwards agreed to, or disagreed to, by the Admiralty.

978. Is there not a separate column in which the parties state when they will have vessels ready?—I should say so.

979. Mr. Cowper.] Though that advertisement in 1837 failed in obtaining a tender upon sufficiently reasonable terms for the Government to accept it, had it not the effect of giving public notice that the Government desired to perform the service by contract, and therefore of enabling any parties, in any part of the country, to make offers to the Government for the performance of that service?—Certainly.

980. Therefore, even if the competition immediately produced by the advertisement was not of the most favourable character, still, if the tender which was made was rejected, the opportunity for competition still remained in any other parties who had not chosen at the time to answer the advertisement?—Parties frequently write to the Admiralty on the subject of contracting to perform a certain service when tenders have been refused.

981. Offering different terms from those which were tendered?—Yes.

982. Chairman.] How are the public to know that it is open to them to make offers, if no public notice is given to them to that effect?—Such things are known, I cannot tell how.

983. It would be known, probably, only to those who had channels of information connected with the Admiralty?—No; the advertisement would show that there was a desire on the part of the Admiralty for a contract, and it might be perfectly well known to anybody who chose to inquire, when a day was named, whether the contract was accepted or not; it was then open to any party to come forward and make any offer to the Government to build vessels, or to make any other proposal.

984. Is there any further information with regard to the Dublin and Liverpool contract that you can give the Committee?—None, I think, that would be of any value to the Committee.

985. Can you prepare, in addition to the returns that we have asked for from the Admiralty, an account of the expense of the Queen's packets during the time they have actually been upon the service, and the per-centage expense of two more vessels?—Yes, it can be done.

George Worth, Esq. called in; and further Examined.

986. Chairman.] ARE you prepared now with information about the Lerwick contract?—I have got some further information upon that contract.

G. Worth, Esq.

987. Was it put up to public tender?—Yes; I made a mistake in my former evidence in saying that no advertisements had been put forth; I have discovered, on further search being made, that advertisements were put forth for tenders.

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988. What

G. Worth, Esq.

8 June 1849.

988. What answers did you receive to the advertisements?—There were two tenders from the same company, the Aberdeen, Leith, and Clyde Shipping Company.

989. There were two tenders, upon different terms and conditions?—Yes; the conditions were the same.

990. Was either of them accepted?—Yes, one was accepted. The first tender was to convey the mails by steamers for seven months, and by sailing vessels for five months, for 950*l.* a year. The other tender was to convey the mails for six months by steam vessels, and six months by sailing vessels, for 900*l.* a year.

991. Which of the two was accepted?—The one for 900*l.* a year. Then there was another from Mr. Griffith, for 590*l.*, for sailing vessels; so that there were three tenders, two from the company and one from Mr. Griffith. Those tenders were submitted to the Treasury, and they desired that the one for 900*l.* should be accepted.

992. Did the advertisement call for tenders of steam vessels or sailing vessels, or both?—Both.

993. Can you give any information upon the contract between Hamburg and Harwich?—Yes.

994. When was that contract entered into?—It was entered into in March 1849.

995. For how long a time was the service?—For one year, and thenceforward until six months' notice be given.

996. Was that taken upon public tender?—No.

997. Mr. Cooper.] Will you state the circumstances connected with the London and Hamburg contract?—A contract had been entered into for the conveyance of the Hamburg and Rotterdam mails, on the 29th of November 1834, between the Postmaster-general and the General Steam Navigation Company; this was continued after being transferred to the Admiralty; but in September 1848, the Admiralty, being desirous of trying whether more favourable terms could not be obtained by public competition, procured the sanction of the Treasury to their giving the requisite notice, and issuing advertisements for a new contract. The 1st of February 1849 was the date fixed for the reception of the tenders, but only one tender was sent in; that was from Mr. Andrews, and was for 14,850*l.* a year; it was accepted; but on the 21st of March, Mr. Andrews intimated that, unforeseen difficulties having occurred, he no longer found himself in a position to execute the contract for which his tender had been accepted. The Admiralty then applied to the General Steam Navigation Company, whose contract had not yet expired, to know whether they would continue it on the same terms, and under the same conditions, for a year, and thenceforward until a notice of six months should have been given by either party. This proposal was accepted, and the present contract signed.

998. Chairman.] That is twice a week both ways?—Yes; from London to Hamburg, and from London to Rotterdam.

999. No further public advertisement was put forth between the period of the one party giving up the contract; and the bargain being made with the General Steam Navigation Company?—No, there was not time.

1000. Is the 17,000*l.* a year, which is the sum now paid for conveying the mails to Hamburg and Rotterdam, the same sum as was paid from 1834?—Yes; the present contract is the same as it was in 1834.

1001. There has been no diminution of price?—No.

1002. Are there any Government packets on that station?—No.

1003. The mails are entirely conveyed by those steamers?—As far as the Admiralty is aware.

1004. You cannot give the Committee any information about the new arrangement that has been entered into by the Post-office to convey the mails from Hull?—No.

1005. Do the present packets that take the mails start from Harwich or from London?—From London.

1006. Was the contract, which was taken as you state, and eventually not concluded, for packets to start from London or from Harwich?—From Harwich.

1007. Was that alleged to be the reason why it was given up?—Mr. Andrews's words in his letter were, that unforeseen difficulties had occurred to prevent his fulfilling the contract.

1008. What

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1008. What was the price at which Mr. Andrews agreed to convey the mails?—£.14,850 a year.

1009. That was from Harwich?—Yes.

1010. Have you any information that will enable you to state to the Committee why Mr. Andrews's contract was not carried out?—Mr. Andrews said that he was unable to fulfil his engagement.

1011. Is there any letter in the possession of the Admiralty which would show what the reason was?—No, not that I am aware of.

1012. Was there any contract put out by the Admiralty, giving the public an opportunity of conveying the mails by vessels which should start from London, and have the mails put on board at Harwich, in the way the General Steam Navigation Company now do?—I think not; I think the mails were to be embarked at Harwich.

1013. Mr. Cowper.] I suppose it would have been open to vessels leaving London, and touching at Harwich to receive the mails, to have fulfilled the terms of that contract?—Of course it would; the object of the contract was for the mails to be conveyed from Harwich; how the vessels got to Harwich was not a question with the Admiralty; it was from Harwich that the mails were to be embarked and conveyed to Hamburg and Rotterdam.

1014. Chairman.] Have you the advertisement, or a copy of it, which was put out?—No; I have the substance of Mr. Andrews's tender.

1015. Can you state what were the terms upon which the Admiralty offered the contract to the public?—I cannot state the details at this moment.

1016. Mr. Cowper.] Were not the terms these: that the vessels were to convey the mails between Harwich and Hamburg, and between Harwich and Rotterdam, twice a week each way?—Yes.

1017. Chairman.] Was there anything in the terms, either of the advertisement or of the conditions referred to in the advertisement, which would lead the public to understand that they might perform that service by vessels starting from London, calling off Harwich to receive the mails, to be put on board there by small vessels?—No, I do not think that was stated.

1018. Mr. Cowper.] If it had been the intention of the Admiralty that vessels leaving the port of London with cargoes, and stopping at Harwich for the mails and passengers, should be allowed to compete, would it have been necessary to mention anything on that subject in the advertisement, since the advertisement had only to do with embarking the mails at Harwich, and did not have any reference to what the vessels should do previously to embarking the mails there?—I should say it was not necessary.

1019. Mr. Willcox.] Were the ships that Mr. Andrews tendered Her Majesty's ships?—Yes, they were; it was contemplated that the company were to purchase them from the Government.

1020. Chairman.] Vessels that the Government then had upon sale?—Yes.

1021. Then they would have been Her Majesty's ships no longer?—No.

1022. Mr. W. Brown.] They would therefore have been subject to the light dues, which all Her Majesty's ships are free from?—Yes, I conclude so.

1023. Do you happen to know whether the Dublin Company, in an interview with the Prime Minister, offered to pay the expense of all the channel lights from Liverpool to Dublin, and to free all the world from that expense, provided no charge were made upon the Dublin Packet Company?—I am not able to give information upon that subject.

1024. Chairman.] What authority, if any, was received by the Admiralty to enable them to continue the bargain with the General Steam Navigation Company, after the contract was given up which had been entered into with Mr. Andrews?—The bargain they made was sanctioned by the Treasury.

1025. That is upon record?—Yes.

1026. Was a regular report made to the Treasury by the Admiralty, that Mr. Andrews had abandoned the contract, and was authority then given the Admiralty to continue the contract with the General Steam Navigation Company?—Yes.

1027. Without any further tenders being received?—Yes; there was not time.

1028. Mr. Cowper.] Can you state the date of the letter from the Admiralty to the Treasury, acquainting them that Mr. Andrews could not fulfil the contract, and the date when the existing contract commenced?—The 23d of March

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was the date of the Admiralty letter to the Treasury, acquainting them that Mr. Andrews could not fulfil his contract; and the 29th of March was the date of the sanction of the Treasury to the arrangement to continue the contract.

1029. *Chairman.*] Have you got the account of the contract for the Channel Islands?—Yes.

1030. *Mr. Cowper.*] Will you state the circumstances connected with that contract?—The existing contract was signed on the 1st July 1848; it was advertised publicly. Tenders were to be sent in by the 22d March 1848; only one was sent in, and that was from the New South Western Steam Packet Company, for 5,000*l.* a year. This was declined, being considered too high; a private negotiation ensued between the company and the Admiralty, which ended in the company consenting to take 4,000*l.* a year. The contract contains nearly the same terms as were required by the public advertisement, and adopted in the tenders. The previous contract had been made 21st April 1845; it was for 2,000*l.*, and was terminated by the company giving the notice (on the 8th October 1847) which they were entitled to give by the terms of their contract.

1031. *Chairman.*] What was advertised for; have you a copy of the advertisement there?—No; the advertisement is at the office of the Comptroller for Victualling.

1032. Can you state what service was required to be performed; from what place to what place?—From Southampton to Jersey and Guernsey, and back.

1033. That was the object of the advertisement?—Yes.

1034. What was the date of the acceptance of 4,000*l.* a year?—The 26th of April 1848.

1035. What was the date of the first offer?—In the month of March 1848; it was sent by the Comptroller of the Admiralty, at Whitehall, on the 22d of March; it must have been about that date.

1036. Was there any calculation made, at the Admiralty or elsewhere, as to the cost of the performance of the service?—It does not appear upon the public record that I have seen that there was a calculation made.

1037. If the 5,000*l.* were refused, what were the data upon which the 4,000*l.* were accepted?—I am unable to answer that.

1038. Upon what authority was it accepted?—The Treasury sanctioned the acceptance of the contract at 4,000*l.*; but I presume it must have been arrived at in consequence of a private communication between the company, or their secretary, and the Admiralty.

1039. What officer of the Admiralty?—Probably the presiding Lord. I believe Mr. Cowper told me that he had been in official communication with the secretary of the company.

1040. Was the same service performed before the contract was entered into as was performed after the contract?—Yes.

1041. What was paid for that service which was performed before the contract was entered into?—£. 2,000. a year.

1042. For the same service?—For the same line of service.

1043. Was it the same in amount of time, and from the same places?—From the same places.

1044. And as frequently?—Yes; but the steamers in the present contract are larger than in the former contract.

1045. Were they required to go in less time?—Yes, in consequence of being larger the steam power was greater, and, of course, they did it in a shorter time.

1046. Is it the fact that the company provided larger steam packets for their own convenience, or because the Government required them to do the distance in less time?—The Government required them to do the distance in less time.

1047. *Mr. Cowper.*] Are you not mistaken in supposing the packets to be larger packets; they appear to be packets of the same size that are running under the present contract as were running under the previous contract?—The former contract, previous to this one, was for vessels of 80-horse power, and the present contract is for vessels of 120-horse power.

1048. But was it not the fact, that under the contract which required only vessels of 80-horse power, they had been accustomed to run the same vessels that are running under the present contract?—Yes; they ran larger vessels than the contract required them to run, during the latter part of their contract.

1049. *Chairman.*] That would be no reason why the Government should pay a higher price because they ran those vessels?—The Government did not pay a higher

a higher price under the old contract, though the company ran larger vessels than were required by the contract.

1050. The fact is, that while the Government paid 2,000*l.* a year, the company performed the service with vessels of the same size for which they now receive 4,000*l.* a year?—Yes.

1051. Therefore it cannot be that the company receive the additional 2,000*l.* a year on account of their running larger vessels?—No.

1052. I ask you again whether you are aware of any calculation having been made in the Admiralty, or in any other Government department, by which this sum of 4,000*l.* was ascertained to be the proper sum?—I have not seen any calculation.

1053. How long before the expiration of the former contract was this fresh contract advertised?—On the 8th of October 1847 the company gave notice to terminate the contract.

1054. What length of notice was it?—Six months.

1055. One offer only was made when it was publicly advertised?—Yes; only one tender was received.

Thomas Crofton Croker, Esq. again called in; and further Examined.

1056. *Chairman.*] ARE you prepared with the particulars of the contract for the conveyance of the mails to Vigo, Oporto, Lisbon, Cadiz, and Gibraltar? —Yes. *T. C. Croker, Esq.*

1057. When was that contract entered into?—On the 22d of August 1837.

1058. For what number of steamers?—Five steam vessels, of not less than 140-horse power.

1059. How often in point of time were they to run?—Once a week.

1060. What was the price to be paid for the service?—£.29,600. per annum.

1061. Was that contract put up to public competition?—Yes, twice.

1062. What offers were received in consequence?—The first offer was from the Peninsular Steam Navigation Company, for 32,860*l.*; the second was from the Commercial Steam Packet Company, for 33,750*l.*

1063. Were the two offers at the same time, or did one succeed the other?—They were two offers made at the same time.

1064. Was either of those offers accepted?—No.

1065. What was done in consequence of the non-acceptance of either of the two offers?—The Comptroller of Victualling was desired by the Admiralty to inform the parties that their Lordships could not accept either of those tenders, and as applications had been made to extend the time, with the view of enabling other parties to enter into competition, the Admiralty directed him to call for fresh tenders to be put in on Wednesday, the 12th of July 1837.

1066. Was that again publicly advertised?—Yes.

1067. What was the result of the second advertisement?—That the offer of the Peninsular Steam Navigation Company, for 29,600*l.*, was accepted.

1068. Was that more than the other company offered?—The Commercial Steam Packet Company also tendered for 29,560*l.*, being 40*l.* less than the Peninsular Company tendered.

1069. What reason was it which induced the Government to accept the higher tender of the two?—The better class of vessels owned by the Peninsular Steam Navigation Company.

1070. What are the particular vessels respectively offered by the two companies?—The Commercial Company offered five vessels, one of 180-horse power, another of 160, another of 150, and two of 140; the Peninsular Steam Navigation Company offered five vessels, one of 320-horse power, two of 264, and two of 160.

1071. Were those vessels that were offered by the first company according to the terms of the advertisement?—The vessels of both companies came within the terms of the advertisement, which was for vessels of not less than 140-horse power.

1072. Were the vessels of either company surveyed before the decision of the Admiralty was taken upon the contract?—Perhaps the minute which was made when the tender was accepted will explain that: “My Lords are willing to accept the offer of the Peninsular Steam Navigation Company, as the most

T. C. Croker, Esq. advantageous one for the public, provided the vessels are found fit and proper on survey." Then there were one or two little matters of bargain in the conditions, which I can read if you please.

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1073. Did they vary the conditions which were put forth to the public?—They were modifications, or rather explanations.

1074. What were the modifications?—"With respect to the proposed alterations suggested on the fly-sheet of the tender, my Lords are willing to agree that the penalty for the vessel not being ready at Falmouth shall not be enforced, provided it is shown to the satisfaction of my Lords that she started from her mooring in the river 48 hours in summer, or 72 hours in winter, before the appointed time for starting from Falmouth, and did not unnecessarily delay on the way." In the third article it was conceded to the company, "They are willing to allow a stay of three hours at Vigo, and off Oporto;" and in the sixth article, "And that the naval officer is to be the judge of the necessity of stopping to assist any vessel in distress." It was also agreed (which would appear to have been omitted in the original conditions) that the payment was to be made quarterly.

1075. Was there any specification in the original conditions of the time at which the money was to be paid?—I should think not, from seeing this inserted; but not having the original conditions by me, I cannot answer the question positively.

1076. Can you make reference to the original conditions, because the time of payment is an essential matter?—Almost as a matter of course the Admiralty make their payments quarterly to all contractors.

1077. Is that so general a rule that it would be almost understood by the public?—Yes.

1078. They pay every 90 days?—They pay quarterly.

1079. From what places were those vessels to start?—From Falmouth.

1080. What was the penalty imposed in the original conditions for not starting at the appointed time?—Not having the original conditions, I cannot say; but the penalty probably was 500 *l.* for every twelve hours behind time. It is generally left blank in the conditions, and filled in afterwards.

1081. Then, in point of fact, what you have stated is a relaxation in regard to the vessels starting from a different point?—Perhaps it may be so considered; the company were bound to have their vessels at Falmouth upon a certain day and a certain hour, to take the mails; the company had their vessels at the time in the River Thames, and it was thought that 48 hours was ample time for them to come round from the Thames to Falmouth in summer, and 72 hours in winter; so that supposing they could show that in summer they had started 48 hours from the River before the time they ought to have arrived at Falmouth, the Admiralty would not enforce the penalty.

1082. In point of fact, did the vessels start from Falmouth, or from some other port?—They took the mails on board at Falmouth.

1083. During the whole time of the contract?—The contract has not expired yet; they now take them on board at Southampton.

1084. Then in a case a vessel had made a longer passage than 48 hours in summer from London to Falmouth, and had not arrived at Falmouth in time, no penalty would have been enforced?—The penalty would have been enforced, unless the company could show that the vessel had started from London 48 hours before the time that it ought to have been at Falmouth.

1085. That was, in fact, a considerable relaxation of the terms of the contract?—No, I should say not.

1086. Is it so certain that the vessel could always make the passage in that time?—Yes.

1087. What was the necessity, then, for introducing a clause of relaxation?—Steam navigation was not so certain in the year 1837 as it has become since.

1088. Then it was a considerable relaxation of the terms of the contract at that time?—I should consider not; experience has shown that it was not.

1089. If it was not, what was the object of introducing the clause?—Merely as a matter of convenient arrangement to the company; I believe there have been very few cases in which the vessel has not been at Falmouth at the proper time, to take up the mails.

1090. Still, I suppose it was considered an important point for them, for people do not introduce things merely for convenience into contracts, unless there

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there is a necessity for them?—A contractor is glad to get any relaxation whatever, upon the chance of its being of advantage to him. I think I remember the case of a contract vessel having been two hours after time at Falmouth; then it was shown that she had started from the Thames considerably more than 72 hours previously, and had encountered very severe weather. If this relaxation had not existed, the contractors would have incurred a penalty of 600 *l.*, and two hours here or there were really of little or no consequence to the service; if however it had exceeded 12 the case might have been different.

1091. *Mr. W. Brown.*] Did it enable the company to take any passengers from London, who otherwise might not have gone?—It might have done so; but the mail service was the principal thing that the contractors looked to.

1092. That might have induced them to take the contract at a lower sum?—Undoubtedly.

1093. *Chairman.*] Was there any authority given, and if any, what authority, to the Admiralty to relax that contract?—None, except the general authority given by the Treasury, when the Treasury stated that they considered the details of any contract respecting the hours of starting, and other matters, should be arranged by the Post-office, and that the nautical part of it should be left to the Admiralty.

1094. That is not an answer to the question; I asked whether there was any, and if any, what authority given to the Admiralty to relax the terms of the contract?—The Admiralty must have considered it a nautical point; the Admiralty agent has power to allow vessels to stop or linger, even with the mails on board.

1095. Then it was relaxed by the authority of the Admiralty?—Not the contract. The conditions were relaxed or defined.

1096. What department of the Admiralty?—The Board of Admiralty.

1097. Are these things done by the Board itself, or by any particular department of the establishment?—The details of the contract service are executed by the Contract Office; but what I have read is a minute of the Secretary of the Admiralty, and is a transaction of the Board; that minute is a part of the proceedings of the Board upon the acceptance of the contract.

1098. Upon whose report do the Board proceed to make a minute of that kind; I presume the Board do not alter the terms of the contract without some information?—Most likely it was upon a representation made by the contracting parties; the terms of the contract as originally put forth are very seldom adhered to.

1099. Have other contracting parties an opportunity given them, if the terms of the contract are not, as you say, adhered to, of making fresh tenders in consequence?—No, not in a case like this; the contract is accepted, and these are what might be considered slight modifications and necessary arrangements.

1100. Whether they are slight or not may be a matter of opinion?—The Board of Admiralty exercise their judgment upon the matter.

1101. They exercised their judgment, and made a variation; you say there are generally changes made in contracts; have the public any opportunity of re-tendering upon those changes?—No, not upon slight modifications.

1102. *Mr. W. Brown.*] The Admiralty use a large discretionary power?—The Admiralty use a discretionary power, always exercised for the benefit of the public service.

1103. It is evident they have used that power, inasmuch as they have moved the place of departure from Falmouth to Southampton?—That must have been done by the Post-office; the Admiralty has to obey the orders of the Post-office respecting the place of embarkation for the mails.

1104. In regard to contracts, the Post-office must give an authority to enable them to change the route of the mails?—The sanction of the Treasury, no doubt, is necessary.

1105. *Chairman.*] Under what condition of the contract were those packets changed from Falmouth to Southampton?—I have not the contract by me to refer to; but I should say that there must have been a clause in the contract to say that the Admiralty might fix the port of departure.

1106. *Mr. W. Brown.*] Do not the Post-office in their arrangements or contracts generally take a discretionary power, and if any difference of opinion arises between them and the parties who have the contract, in case they should

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wish to change the mails from one port to another, or to change the time of departure, do they not refer that to arbitration, if it seriously affects the interests of either party?—I cannot speak to what the Post-office contracts may be; the Admiralty knows that it may be convenient to the Post-office to have that power, and very generally takes that power.

1107. Then if the deviation made was very great; if the parties contracting derived any great advantage or any great disadvantage from the changes that were made, it would, as a matter of course, be left to arbitration?—Not as a matter of course.

1108. Mr. Cowper.] I suppose that in arranging the terms of a contract there most frequently arise some matters of detail which have not been deliberately considered in the first instance, and that very often the contracting parties may have something to represent which had not occurred previously to the Board of Admiralty?—That occurs always.

1109. Mr. W. Brown.] Those are matters which are too small to be left to arbitration?—Quite so.

1110. Are you aware that the Dublin Steam Packet Company offered to Lord John Russell to pay all the expenses of the coast lights between Liverpool and Dublin, and to make them free to all the world, on condition of no charge being made to the Dublin Company?—No; I first heard you mention it in this room.

1111. Are you aware that all Government vessels are exempt from those charges?—Yes.

1112. Do all contract packet vessels pay the light dues?—All the contract packet vessels are merchant vessels, and therefore have to pay the light dues.

1113. The mere fact of the vessels contracting to carry the mails would not exempt them from the light dues?—It does not give them the character of Government vessels, except in one case the Admiralty allowed the Peninsular Company to bear a particular flag for political reasons.

1114. Mr. Cowper.] There was no change that you consider of importance between the contract, as executed, and the conditions alluded to in the advertisement?—No, certainly not of importance; far more important changes have been since made matter of agreement.

1115. Has the contract been well performed?—I can speak from a knowledge of nine years to the manner in which that contract has been performed, and it has been performed most admirably, and has given general satisfaction; in fact, the only fault which has been found with the manner in which it has been performed is, that it has been done too well.

1116. Will you explain what you mean by being done too well?—The vessels arrived sooner than it was calculated they should have done, which was made matter of public complaint.

1117. Chairman.] Have there been any changes made since the contract?—Several.

1118. Will you state them?—Some of them have taken place since I left the packet department. But perhaps you will allow me to state generally, that I believe the departures are reduced to three times a month, instead of four times, or every week.

1119. What was the first material change which took place in the terms of the contract?—I only expected to be examined with reference to what took place up to the time of the contract being executed, and I made my notes accordingly; of course I can speak to every variation that took place. I can answer any question generally, but without notes I cannot speak to the variations in detail.

1120. What was the first principal variation that took place in the contract?—I should think the first important variation was the change from Falmouth to Southampton, as the port of dispatch and arrival for the mails.

1121. Was there any change in the price paid, for that change of service?—I think there must have been some change; I cannot speak as to the price; I can speak, because I had to report upon it, as to the change in the time allowed for starting from the River and arriving at Southampton or Falmouth.

1122. You have stated that the original price contracted for was 29,600*l.*; up to what time did that price continue?—According to the contract it continues to the present time.

1123. Has it been paid to the present time?—No.

1124. What

1124. What has been paid, and when was the change made?—From April 1845, 9,100*l.* was deducted. T. C. Croker, Esq.

1125. Why was that sum deducted?—It must have been on account of the departures being reduced to three times a month, instead of being weekly. 8 June 1849.

1126. Why was the weekly service discontinued?—Because it was not required; I do not recollect at this moment the precise grounds upon which the Government did not require the service.

1127. Mr. *Willcox*.] In the original contract, was there not a stipulation by which the Admiralty reserved to themselves the power of ordering the packets to call at any other ports for the mails instead of Falmouth?—Yes; such a condition has been inserted in almost all such contracts, because the Government do not see what the operation of the railroads will force upon them, and if the contractor will consent to it, they always try to get that clause inserted, in order to have the choice of the port of despatch and arrival.

1128. In ordering the company to take the mails from Southampton, instead of from Falmouth, is there any deviation from the contract?—Certainly not, if the clause which you refer to, and which I have no doubt is in the contract, exists.

1129. *Chairman*.] No other offer was made, except the one you have stated, by the Commercial Company?—No; that appears to have been the same company under another name; it was called the British and Foreign Ship Company a few days either before or after the tender was made, and Messrs. Borrodaile requested an extension of time, as they thought parties at Glasgow might be inclined not to tender, but to treat without a tender.

1130. What was the time given between the putting forth of the advertisement and the commencement of the service?—The advertisement appeared first on the 22d of June, and then on the 23d of June there was another advertisement, postponing the day for sending in the tenders; and after both tenders had been declined an advertisement appeared again on the 4th of July, and the contract was not signed till the 22d of August; and it would appear to have come into operation on the 4th of September 1837.

1131. That was in the same year?—Yes.

1132. Then it was only possible for persons to offer who had steam vessels ready at the time?—Certainly.

1133. There was not time for those persons to have built vessels to perform the service?—No.

1134. Mr. *Willcox*.] But I suppose it was open to any person to address a letter upon the subject to the Admiralty, asking for time?—Both the Commercial Company and Messrs. Borrodaile, on behalf of parties in Glasgow, did so.

1135. *Chairman*.] Did they make communications after the time of tendering?—No; before the time of tendering.

1136. What was the nature of their communications?—"The Commercial Steam Packet Company requested an extension of the time originally announced for receiving tenders." They were to be received on the 30th of June, and that was on the 29th of June. The same day, the Comptroller of Victualling was directed to inform them of the extension of time. Messrs. Borrodaile also requested an extension of time, as parties at Glasgow might be inclined to treat without tendering. This was sent to the Comptroller of the Steam Packet Service, who had recently visited Glasgow, and who would have advised the Government, if it had been desirable, to postpone the contract; he marked it as "read."

1137. Are you prepared with any information beyond the formation of this contract?—No; the correspondence is so exceedingly voluminous that it occupies a great deal of time to go through it; but, in obedience to any direction I may receive from the Committee, I hope I shall be able to qualify myself to answer any question the Committee may put to me.

1138. The Committee require information as to the changes which have taken place in the contract, which affect the money part of the contract, and the reasons for those changes, as far as you are able to supply them?—I have no doubt all the reasons can be given.

1139. How is the order for the money payment issued from the Admiralty?—Through the Accountant-general's Department.

1140. Upon what authority?—Upon the authority of the contract.

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1141. What officer of the Admiralty can properly speak to the due performance of the contract?—The head of the Packet Department; any breach or supposed breach of contract is immediately noticed, and the contractors are called upon to explain it; and very often it turns out that an alleged breach of contract is, in fact, no breach of contract.

1142. Is there any affirmative proof given to the Admiralty that the service has been duly performed?—We have the logs of the vessels at the Admiralty.

1143. The log is merely a means of affording proof; is there no officer of the Admiralty, in London or in Southampton, who certifies that the service has been properly performed?—I believe the officer at Southampton certifies that the service has been properly performed.

1144. *Mr. W. Brown.*] Would not the Post-office report to the Admiralty if the letters had not been delivered at the proper station, and in proper time?—Certainly; and if the Admiralty have any doubt upon the subject, I have known them refer to the Post-office to inquire whether the service has been done to their satisfaction.

1145. Then the silence of the Post-office upon the subject is evidence that the service has been properly performed?—Yes; there was some inconvenience at first felt in making the payments to the contractors; I will take the case of the Peninsular and Oriental Steam Packet Company: it was felt that it would be rather hard, upon the mere possibility of a breach of contract upon their part, to withhold payment of the money till the Admiralty got a report from Hong-Kong that the service had been performed there; and most, if not all, of the contractors have given undertakings that whatever penalty they may incur shall be paid, and they are under penalties for the performance of the service in considerable amounts; therefore the money is paid by the Admiralty, and if there is any breach of contract, even though the money has been paid, the companies are legally responsible for the repayment of the penalties which they may have incurred.

1146. *Chairman.*] In regard to this contract of which we are now speaking, might not some officer of the Government, or the Post-office, certify within three months that the contract had been performed up to that period?—It is impossible; nobody could certify within that time that the mails had been delivered at Hong-Kong when they became due.

1147. We are speaking of the contract for Vigo, Oporto, Lisbon, Cadiz, and Gibraltar?—The same impossibility occurs there.

1148. Gibraltar is the most distant place; what time does it take for the return of the packet from Gibraltar to England?—There must always be, no matter how long or how short, a certain space of time before you can get a letter from Gibraltar; the payment might become due while the vessel might be committing a breach of contract.

1149. What is the time that a packet takes in coming from Gibraltar to England?—I should think about 10 days.

1150. Then within 10 days the three months' service could be completely certified?—Within 10 days the service could be certified, but still you could not certify, within the period of payment under the contract, that there had been no breach of contract.

1151. The question I ask is, whether there is any certificate from any Government officer that the contract has been duly performed?—I have no doubt there is.

1152. *Mr. Cowper.*] Would not the Admiralty agent on board those packets be cognizant of any breach of contract which had occurred?—Certainly.

1153. Do not they make reports to the Admiralty through the officers conducting the packet service at Southampton?—Certainly.

1154. Would not any breach of contract come immediately to the knowledge of the Admiralty, through the report of the Admiralty agent?—Certainly.

1155. Therefore the absence of any such report is direct proof that the contract has not been broken, provided the Admiralty agent does his duty?—Certainly.

1156. *Mr. W. Brown.*] That is, as far as circumstances will admit of the contract being duly performed?—Yes.

1157. *Chairman.*] In what department of the Admiralty is it that those contracts are made?—In the Packet Department; the outlines of them are sketched or arranged, and then the Secretary submits them to the Board, and the contracting

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tracting parties agree to them, and everything is arranged; they are then sent to the contract office for execution; the solicitor examines them, and examines into the securities which are offered, and all the legal details; but the drawing of the contracts rest with the Contract Office at Somerset House, a department under the Comptroller of Victualling and the Storekeeper-general.

1158. The responsible part for the practical detail of the contract, not the legal points in it, rests with the Contract Department of the Admiralty?—No, there is no Contract Department of the Admiralty, Whitehall; it is with the Packet Department of the Admiralty.

1159. What department has to do with any change which may be made in the arrangements during the continuance of the contract?—All correspondence comes before the Board.

1160. To whom does the contractor address himself if he wishes to make any alteration in the contract?—To the Secretary of the Admiralty.

1161. To whom does the Secretary of the Admiralty refer the question?—To the Board.

1162. To whom do the Board refer for information?—To whatever officer under them they may think can afford information; if it is a ship-building question they refer to the Surveyor of the Navy, and if it is a question relating to engines, they refer to the Comptroller of Steam Machinery.

1163. If a contractor wished to have a variation in the contract, you say that he would address himself to the Secretary of the Admiralty, and the Secretary of the Admiralty would refer the question to the Board; to what department would the Board refer it?—If it was a nautical question they would decide it themselves, but if it was a money question they would go to the Treasury; I take the case of the Halifax contract, where the contractor required a large increase of payment; that was sent to the Treasury.

1164. No department of the Admiralty report, in the first instance, upon the fitness or unfitness of the contract?—If it was a money question they would not report upon it till the Treasury or other Government office, under the sanction of the Treasury, I presume, had asked their opinion.

1165. It would be circuitous in this way: it would come first to the Secretary to the Admiralty, and it would travel from him to the Board, and from the Board to the Secretary of the Treasury, and from the Secretary of the Treasury to the Board of Treasury, and then it would come back to the Admiralty for their opinion?—With the decision of the Treasury.

1166. With the decision of the Treasury before they had the information that was necessary?—The Admiralty may give the information in transmitting it; it depends upon what the nature of the question may be.

1167. You put it as a money question; a money question would depend upon the fitness of the amount for the service rendered?—Yes.

1168. The Treasury could not judge of that so well as the department of the Admiralty, who were aware what the expense of doing the service would be?—No; but there may be sets off, or credits in the way of postage, of which the Treasury only could judge.

1169. Then before the Treasury could decide the point they would refer it back again to the Admiralty for the proper department to give an opinion upon?—They might or might not do so.

1170. Mr. Cowper.] Would it not be likely that the Admiralty, when they made their communication to the Treasury, would state their opinion as to that part of the question which properly belonged to the Admiralty, on account of its being a nautical question?—They would probably do so, but that I conceive would not be satisfactory to the Treasury upon the money question, without the Treasury themselves going into other calculations.

1171. Chairman.] Would the Board of Admiralty be competent, without referring to the Accountant's Department or the Contract Department, to give an opinion as to a question of expense in nautical matters?—Upon any question of expense the Admiralty itself forms an opinion upon the statements submitted to them.

1172. Mr. W. Brown.] Who is to be the judge, when a report is sent from the Admiralty to the Treasury, whether the sum of money so specified is a fit sum to carry out the views of the Admiralty?—The Treasury.

1173. Then if the Treasury had any doubt as to the fitness of any vessel, would they send to examine the vessel?—They would desire the Admiralty to

T. C. Croker, Esq. state whether the vessel was fit for the service; whether it was of proper horse power and of proper tonnage.

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1174. Then before granting money, if the Treasury had any doubt they would request information from the Admiralty as to the fitness of the vessel to perform the service?—Certainly.

1175. The Admiralty would do that through their own officer?—Yes; through the proper officer.

Veneris, 22^a die Junii, 1849.

MEMBERS PRESENT.

Sir James W. Hogg.
Mr. Fitz Roy.
Mr. Mangles.

Mr. Willcox.
Mr. Cowper.
Mr. Brown.

J. W. HENLEY, ESQ., IN THE CHAIR.

Thomas Crofton Croker, Esq., called in; and further Examined.

T. C. Croker, Esq.

12 June 1849.

1176. *Chairman.*] AT our last meeting we had brought your examination down to the period at which the alteration took place in the arrangements between the Peninsular Company and the Government?—Yes.

1177. The Committee then understood from you that up to that period the contract had been carried on, as far as you were aware, in a satisfactory manner?—Highly so; here are the testimonials of the Admiralty as to the satisfactory manner in which the contract was carried on.

1178. What were the circumstances that led to the alteration in the contract as to the number of times in a month that the mails were to be conveyed?—The offer from the company itself to reduce their contract-money. I can give their statement in their own words, if the Committee desire it.

1179. What was the effect, in short, of the statement that they made to the Admiralty?—That the service was not required to be performed more than three times a month, and that they were willing to reduce their contract-money in proportion.

1180. In consequence of that communication to the Admiralty, did they make any communication to the Post-office?—I should think the Company must have made a communication to the Post-office; certainly a communication must have been made to the Treasury on the subject.

1181. Was there any return to that communication, stating whether the effect would be beneficial or otherwise to the public service by the lessening the frequency of the communication?—The Treasury must have signified their concurrence with the statement made by the Peninsular Company.

1182. What was that statement made by the Peninsular Company?—"This company, looking to the extent of the mail service which has been entrusted to them by Her Majesty's Government, and feeling that the conveyance of the heavy Bombay mails to and from Southampton is only a small part of the grand scheme for improving the postal communication with India and the East, the lines for which have already been determined upon, are unwilling to press upon the Government for contract-money to compensate them for the conveyance of the heavy Bombay mails between England and Malta, further than the amount which will be saved to the Government by superseding their monthly steamers between Gibraltar and Malta, and the sum which they propose to abate under their Peninsular contract (about 9,000 £), in the event of scheme (marked C.) being adopted, and which suggests a diminution of the mail service on the Peninsular line to a communication every ten days, instead of seven, giving however five communications every month to and from Gibraltar, as at present. With regard to this plan I have respectfully to submit, that in reducing the mail communications with the Peninsula to every 10 days, instead of seven, this company, from their long experience of the traffic between this country and Spain and Portugal,

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do not hesitate to assure their Lordships, that as far as commerce is concerned it will be found quite sufficient, and the fact that the contractors are willing thus to curtail the communication is an unequivocal proof that the supply of steam communication has hitherto exceeded the demand; and this company are prepared, if called upon, to show that this contract has been increasingly unremunerative owing to the continued unsettled state of those countries affecting the passengers' traffic, and the antagonistical position which those governments have assumed with regard to the introduction of British manufactures. Upon this point I have to submit (marked D.) a plan of departures and arrivals from and at Southampton."

1183. What is the date of that communication?—The 31st of October 1844.

1184. Was that before or after the lines of packets had been established to Malta?—Subsequent to the contract lines.

1185. When there is a reference made in that communication to the state of commerce, that has reference to the carriage of goods, I suppose?—The carriage of goods and passengers I presume.

1186. So that the practical effect of that arrangement would be to throw the whole of the carrying trade of passengers and goods to be performed in three voyages instead of four?—Exactly so.

1187. That would be the result, that whatever profit might have attended the conveyance of the passengers and goods, it would be done at one-fourth less expense to the Company than it had been before?—The Company stated that they had sustained a loss by the carriage.

1188. But whatever it might be, they had to be at the expense of a communication four times a month, and according to that statement, a communication three times a month would be sufficient to carry the passengers and goods to be carried?—Yes.

1189. So far it would be a gain to the Company?—It would lessen their loss.

1190. And in that sense it would be a gain?—Yes.

1191. What was the sum that the contract was reduced in consequence of this communication?—£. 9,100.

1192. What was the original amount?—£. 29,600.

1193. You are not able to inform the Committee whether any communication was made to the Post-office authorities as to the sufficiency of a communication every 10 days for postal purposes?—I have no doubt that the Treasury communicated with the Post-office upon the subject.

1194. But is there no letter or record that you have had access to, to enable you to speak to that fact?—I cannot speak from memory, the mass of papers, and even of private papers that I have had to look through has been so very great.

1195. In looking through those papers, which you have had an opportunity of doing, nothing of that sort has come before you?—Not that I recollect.

1196. Is it likely within the ten days that you should not have recollected it if you had seen it?—It is impossible that I could have read one-half of the papers; I could only have glanced at a mass of them.

1197. You only glanced at them; you may not have seen it if it were there?—No.

1198. What is the advantage that the public derive, which is alluded to in that letter, as to the absence of any extra charge in conveying the heavy Bombay mail?—I conjecture that it must have been from the employment of a large steamer instead of a small one.

1199. From what point to what point?—From England to Alexandria.

1200. The letter speaks of the conveyance of the heavy Bombay mail from Southampton to Malta, does not it?—From England and Malta.

1201. Sir J. W. Hogg.] From England to Malta, or England and Malta?—The letter states, "for the conveyance of the heavy Bombay mails between England and Malta."

1202. What connexion is there between the contracts for the conveyance of the Bombay mail between England and Malta and the contracts that we are now speaking of for the conveyance of the mail from England to Spain and Portugal?—There really have been so many changes in the mode of doing the service that I am unable, without making a most careful précis of the whole case, at this distance of time to explain. The service once a month certainly had been performed by Her Majesty's vessels.

1203. Mr. Willcox.] Did not the heavy mail that went from Southampton to Bombay

T. C. Croker, Esq. Bombay go by the Peninsular contract vessels as far as Gibraltar?—Yes, certainly.

22 June 1849. 1204. Then a Government vessel took them up from Gibraltar to Malta?—Yes.

1205. This letter proposes to save the Government one steamer between Gibraltar and Malta, and also 9,000 *l.* a year upon the Peninsular line?—Yes.

1206. *Chairman.*] Then I suppose these 9,000 *l.* which were to be saved by carrying the mails three days a month to Spain, instead of four days a month, was to be paid to the Peninsular Company for this other service that they were to render; is that so?—The other service was a separate matter of bargain.

1207. But if I understand the terms of that letter they are these, that they are only to receive the 9,000 *l.*; that is, they are only to put the Government to the cost of 9,000 *l.*, which is to be saved in the financial arrangements; is that so or not?—It was to be deducted from the financial arrangement, but the larger sum was to be paid for the greater service.

1208. And that larger sum, amounting, I suppose, to the 9,000 *l.* that were saved?—Yes, I should say so.

1209. *Mr. Willcox.*] Was not that offer to convey the mails not only to Malta, but also to carry them on to Alexandria by another vessel?—Yes.

1210. That made the larger sum?—Between England, Gibraltar, Malta, and Alexandria.

1211. *Chairman.*] For the right understanding of this subject, you had better state now to the Committee what the contract was for conveying the mails between Southampton to Gibraltar antecedent to this change which we are speaking of?—They were sent by steamer weekly, for 29,600 *l.* per annum, from Falmouth to Gibraltar.

1212. What was the date of that contract?—The 4th of September 1837.

1213. Who are the parties to it?—The Peninsular Steam Navigation Company.

1214. In what vessels were the Peninsular Company to carry those mails?—In steamers of not less than 140 horses power.

1215. Were they the same vessels which carried out the contracts to Spain, or was it a separate service?—They were the same vessels, and delivered the mails at Vigo, Oporto, Lisbon, Cadiz, and Gibraltar, and brought them back again; some alteration was made, and they touched for a short time at Corunna.

1216. Then in fact this was only carrying the Bombay mail in the vessel which we have been previously speaking of as forming the Peninsular contract?—Yes.

1217. That was changed in 1844, so as to go three times a month instead of four times a month?—Yes.

1218. Was one vessel continued to go to Gibraltar weekly?—No.

1219. The communication was kept up to Gibraltar for the Indian purposes twice a month?—Yes, twice a month.

1220. How was the mail carried from Gibraltar to Malta?—It had been conveyed in Her Majesty's vessels.

1221. From 1837 till when?—From 1837 until 1840.

1222. *Mr. Cowper.*] Was not it until this period of 1844 or 1845?—No; I think 1840.

1223. *Chairman.*] What change took place in 1840?—The contract was entered into for the conveyance of the mails between England, Gibraltar, Malta, and Alexandria monthly; between Malta and Corfu twice a month; and between Corfu, Patras, Cephalonia, and Zante twice a month, if practicable.

1224. We shall rightly understand that this contract that was entered into in 1840, was for additional vessels of the Peninsular Company?—Additional vessels, and the company then, I believe, changed their name upon the contract being entered into, or about that time, to the Peninsular and Oriental Steam Navigation Company.

1225. They added vessels to convey the mails from Gibraltar to Alexandria, in addition to the vessels by which they had previously conveyed the mails from England to Spain?—Certainly, much larger vessels; vessels of not less than 400 horses power, and capable of carrying four of the heaviest guns used in the navy.

1226. What were the terms that were entered into in 1840, as to money for the service that was then to be rendered?—For the first year, 37,000 *l.*; for the second,

second, 35,000 *l.*; for the third, 34,000 *l.*; for the fourth, 33,000 *l.*; for the fifth, 32,000 *l.*; and on the 29th of July 1842, 3,500 *l.* were abated for the Corfu service.

1227. That service being discontinued?—And performed by Her Majesty's vessels.

1228. Part of this service that was then rendered, was the price that was diminished from the Peninsular contract of those 29,600 *l.*; the 9,000 *l.* went towards it; is that so?—They chose to call it so.

1229. Is it so in point of fact?—I suppose it might be taken into account in the Government calculation, and incline them to give a larger sum in consequence of being able to add those 9,000 *l.* taken from another service.

1230. It was an element in the calculation of the sum agreed to be paid, the fact that 9,000 *l.* had been struck off another contract?—I should think so, judging from this letter; but the calculations I know were made at the Treasury.

1231. Mr. Willcox.] That was in 1844; you are speaking now of the contract made in 1840?—We are speaking of the contract made in 1840.

1232. Chairman.] That was to go on for five years?—Yes, it was to go on for five years.

1233. Was that discontinued by notice, either of the company or the Government?—It was discontinued, certainly.

1234. When?—In January 1849, superseded by the contract which now exists.

1235. Then it was in full force in 1844, when this arrangement took place with regard to the Peninsular contract?—Yes.

1236. Mr. Willcox.] Those 9,000 *l.* have been applied to the question with regard to the Bombay mails in addition, to make it twice a month instead of once a month to India, for which there was no contract, but an arrangement by correspondence?—There was no contract, but an arrangement for, I think, something like three years, for carrying a second Indian mail to Alexandria.

1237. Mr. Cowper.] Leaving England on the third?—The Indian Mail left England once a fortnight, on the 3d and 20th.

1238. Mr. Brown.] How does that tally with the Gibraltar mail going every 10 days?—I think the Gibraltar mail went on the 9th, 19th, and 29th, but there has been some alteration in the days.

1239. Chairman.] Can you tell the Committee what addition to the service was made in 1844?—I am not aware that there was any.

1240. Mr. Cowper.] Did not that letter of the Peninsular and Oriental Company refer to the arrangement that was then pending, and which was agreed to in May 1845, by which the Bombay mail was to be carried on the 3d of every month from England to Malta and Alexandria?—Yes; the whole history of the transaction appears in the year 1845.

1241. Chairman.] It commenced in 1844, and completed in 1845; is that so?—It was not a contract; it appears to have been a negotiation; my notes may perhaps throw some light upon it, if I may be permitted to read them.

1242. Will you read your notes?—The Company agree to the terms proposed for carrying out the first Calcutta mail to Alexandria, and bring back the return mail by the "Great Liverpool," to leave Southampton on the 20th instant; the terms were, that they were satisfied to abide by whatever the price should be in any contract that might be settled. Then my notes state that the company on the 8th of February request that the dispatch of their contract vessels to Alexandria may be fixed to correspond with their vessels between Suez and Calcutta, or changed from the 3d to the 20th of the month. This proposal was sent to the Treasury, and the proposal of the company on the previous day was sent to the Treasury, in which the company offered to perform, by a second line, the service in the Mediterranean by two vessels of 400 horses power between England and Malta, and one vessel of 280 horses power between Malta and Alexandria, for 22,000 *l.* per annum for three years, which was to be made to correspond with the Bombay line.

1243. What is the date of that?—That is the 7th of February 1845.

1244. That was an additional service?—That was an additional service, for which they asked 22,000 *l.* a year.

1245. Was that accepted?—The proposal was sent to the Treasury, with the company's offer to reduce their contract money on the Peninsular line by 9,100 *l.*; the reasons for which offer the Committee have been made aware of by

T. C. Croker, Esq. what I have just read. The company then proposed to dispatch their Peninsular vessels on the 7th, 17th, and 27th of the month. The company on the 2d of May amended their offer from 22,000 *l.* to about 16,000 *l.*, on account of the vessels between England and Malta being reduced in size from 400 horses power to 280 horses power, and between Malta and Alexandria to 180 horses power. On the 27th of May this communication was sent to the Treasury, and on the same day the Government agreed to those terms, but no contract appears to have been entered into.

1246. *Mr. Brown.*] If I understand it, the fact of 9,000 *l.* being taken from the first contract, was a mere affair of their own passing through their mind; in fact the first contract rested solely upon its own merits, without reference to the second contract, to go from England to Gibraltar three times a month?—Four times a month.

1247. And then it was reduced to three?—It was reduced by agreement to three.

1248. Has it been changed back again?—No; it is three.

1249. How do they manage to dispatch the Indian mail once a fortnight, with only three dispatches from England?—There was then no Indian mail once a fortnight; the mail between Bombay and Calcutta was conveyed by *dauk*.

1250. *Chairman.*] Then it stands thus: that the original contract was for four times a month to the Peninsula?—Yes.

1251. That was subsequently reduced to three times a month?—Yes.

1252. There was an additional service put on in the year 1840, to convey the mails from Gibraltar to Alexandria; is that so?—Yes.

1253. Then again in 1845 there was a further additional service to convey an additional Indian mail?—Yes.

1254. And that was calculated for 16,000 *l.*; 22,000 *l.* having been the sum originally demanded, and reduced to 16,000 *l.* on account of vessels of reduced horse power being accepted?—Exactly so.

1255. That is a correct statement of the facts?—Yes.

1256. And the time this 16,000 *l.* was accepted, was the time that the 9,000 *l.* were struck off from the Peninsular contract for the discontinuance of the weekly service?—Yes.

1257. Were any of those contracts, except the first, put up to public tender; the Committee had evidence on a former day that the original Peninsular contract was put to open tender?—Yes, it was in 1837.

1258. Have any of those changes that have taken place since then been put up to public contract?—I regret to say my notes do not enable me to answer the question, whether the contract in 1840 was put up to public competition or not, for the conveyance of the mails to Alexandria. I should think it was. I have got here the conditions of the contract; there is everything, so far as the Admiralty is concerned, to show that it was put up to public tender.

1259. From the papers in your possession, have you any doubt that it was put up to public competition?—None whatever.

1260. Have you any paper in your possession that will inform the Committee whether there was any tender sent in by any other parties?—I have not, unfortunately.

1261. What would be the proper department of the Government for the Committee to derive that information from?—The Contract Office of the Admiralty.

1262. Is it equally out of your knowledge to know whether the change that took place in 1845 was put up to public tender?—I think my notes will enable me to speak to that point. In 1845 there was no contract; it was by private arrangement, and matter of private bargain.

1263. Have you any documents that you can refer to, to show upon what data it was that the Admiralty came to the conclusion of the fitness of the price to be paid for the service rendered?—There are no such documents, that I am aware of, at the Admiralty; they might be at the Treasury.

1264. The Admiralty advises the Treasury upon the proper price to be paid for those contracts, do they not?—Sometimes, not always; the Treasury occasionally judge for themselves.

1265. But the Admiralty is the executive department of the Government to which is entrusted the making of those contracts, upon the supposition that they are competent judges of the price to be paid for the service?—The naval portion of it.

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1266. The steamers are what would be called the naval portion?—Certainly; but there may be such a large return from postage that the Treasury may deem it desirable to make the contract.

1267. That would only be with regard to the desirableness of employing the steamer, but it would be nothing as to the just price to be paid for the use of the steamer?—Just so.

1268. Can you inform the Committee upon what data it was that that price was agreed to be paid, if it was not put to public contract?—I do not find such a calculation amongst the papers furnished to me from the Record Office.

1269. Has any return, or the copy of any return or estimate of the amount likely to be obtained by the carriage of passengers or freight of goods come under your knowledge?—No; certainly not with regard to goods or passengers.

1270. That would be an element in the price proper to be paid for the use of the vessel, would not it?—Certainly it might be, but the Admiralty would only give their opinion upon the cost of performing the service; the Treasury would properly take the mercantile elements into consideration.

1271. Are you sure that that is so, because if so, we must go to the Treasury to know what calculations they had made?—I should think the calculation must have been made at the Treasury; the Admiralty might have supplied them with such information as they could obtain.

1272. In that branch of the packet service which is performed by the Government itself, the return of the passenger-money comes through a department of the Admiralty?—Certainly, because it is paid to the Admiralty.

1273. Upon that they frame their calculations, balance as to what it would be fitting to pay to another party to perform the same service?—With regard to the service in the Mediterranean, the Admiralty had little or no experience with regard to passenger traffic, and none as to goods.

1274. In your opinion it must be by estimate?—It must be by a very rough estimate if at all introduced into the calculation.

1275. Could any person form a just opinion of the price proper to be paid for such a service without estimating the amount likely to be received both from goods and passengers?—The Treasury, probably, would estimate that.

1276. Are you competent to say whether or not any estimate of that kind was made in the Admiralty by any department?—I will look for it.

1277. Mr. Copeper.] Does not this inference appear from the facts, namely, that that same service which by the contract of 1840 was to be paid for at the rate of 28,500 *l.*, was to be paid for under the agreement of May 1845, at 16,000 *l.* as you have stated, or as I believe it was subsequently fixed at 15,335 *l.* a year, and that it would be a cheap arrangement?—It certainly is a cheaper rate.

1278. Does not it amount to 4*s.* 6*d.* a mile?—It amounts to about 4*s.* 6*d.* a mile.

1279. And there is no contract for a long distance at a lower rate than 4*s.* 6*d.* a mile?—I believe 4*s.* 6*d.* to be the lowest price that has been paid.

1280. Chairman.] Upon this line?—Upon any foreign line.

1281. Mr. Brown.] Is it done by paddle or screw steamer?—Paddle steamer, as far as I am aware.

1282. Are you aware of any lower offer by screw steamer?—Not for this service, while I was in the packet branch.

1283. Chairman.] As far as your knowledge goes then, this alteration that took place in 1845 was not put up to public tender; and as far as you know you can give the Committee no information as to the data upon which the Admiralty came to the conclusion to pay the price which they have paid?—I think the reason is amongst these papers, and that it was in consequence of this being the lowest price paid for steam communication.

1284. Mr. Brown.] In the arrangement you are now speaking of, was there any liberty to go from any port they might think fit to go from, or must they necessarily go from Falmouth or Southampton?—It was a bargain, and I should suppose it was perfectly understood in the bargain that they were to go from Southampton as the port most convenient to the Government; but I am not aware that any stipulation was made.

1285. Mr. Mangles.] How can any estimate of the proper prices to be paid for any service be formed by merely taking the expense of performing the service, without reference to any returns of profit; was no reference made at all to the probable amount of passage-money to be earned?—I have no doubt that that was

T. C. Croker, Esq. considered; but it is impossible to say what the amount of passage-money might be, the passenger traffic has been increasing so greatly for the last 10 or 12 years.

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1286. *Sir J. Hogg.*] Whether that estimate was a good or a bad one, was not it essentially necessary that the estimate of the sum to be received from passage-money should be an element in the calculation?—No doubt it formed an element with the Treasury before the Treasury sanctioned a contract being entered into.

1287. *Mr. Brown.*] You mean that they got the best evidence they could of the probable number of passages and the probable number of passengers, and of the probable number of letters, to enable them to make the calculation?—I should say unquestionably, because I know it. I was present at a discussion at the Treasury when a great difference of opinion arose as to the probable number of passengers.

1288. *Chairman.*] Do you, from the Admiralty, furnish to the Treasury any account of the traffic that may be expected?—We have no means of doing so.

1289. Then the Treasury will be the place to apply to for that information?—I should think so, unless it appears in our correspondence.

1290. But does it appear?—I cannot charge my memory as to that; and the correspondence for that year has not been furnished to me by the proper department.

1291. *Mr. Brown.*] There is, I suppose, no doubt in your mind that ships, no matter from what port they go, if they could get a cargo, and if they could get more passengers, would be able to carry the mail cheaper than going from a port where they could not expect to get so much cargo, or so many passengers?—No; but I must explain: a vessel may go from any port, and take up the mails at any other port.

1292. A ship could not go round to Liverpool and load a cargo, and come round to Falmouth and take in the passengers and the mail?—No; but she may go to Valencia, if a railroad was carried through Ireland.

1293. Then she must be so insured that it would defeat that object?—The Admiralty know nothing of insurance.

1294. *Sir J. Hogg.*] Those steamers intended for Post-office service, and the conveyance of passengers, could never undertake to convey heavy merchandize, and do not?—Not heavy merchandize; in some cases the Peninsular Company's vessels have been obliged to give up carrying merchandize altogether.

1295. *Chairman.*] Are you not aware that Mr. Cunard's vessels carry full cargoes, so far as space will afford, as well as passengers, and that it is one of those elements of profit that enables him to do it cheaper?—I am certainly aware that Mr. Cunard's, or any other contract mail vessels, may carry cargoes, provided they perform the service within the stipulated time.

1296. Then you do not know the fact that they do carry cargoes?—I have no record of their carrying cargoes; I find that the Admiralty introduces a clause in the contract, which allows of the Admiralty ordering certain packages to be taken free of charge, reserving also the right of putting a few tons on board paying freight.

1297. *Sir J. Hogg.*] The Indian boats cannot carry cargoes; because whatever cargo they carry must pass from Alexandria overland to Suez, which would entail further cost of conveyance; that is, no heavy goods could go; is not that so?—I know nothing about cargoes.

1298. Is not it so, that any goods conveyed to Alexandria must be carried by land from Alexandria to Suez?—Unquestionably; if destined for India.

1299. Would not that prevent the possibility of those boats carrying heavy merchandize?—I should think so.

1300. *Chairman.*] What change took place subsequent to 1845?—A contract appears to have been entered into on the 20th of January 1849, for conveying the mails between England, Gibraltar, Malta, and Alexandria, monthly, in steamers of not less than 400-horse power; for the first year at 24,000 *l.*; the second at 23,500 *l.*; the third at 23,000 *l.*; the fourth at 22,500 *l.*; and subsequent years at an annual reduction of 500 *l.* from the rate of the year preceding. This contract will expire on the 1st of January 1853, if twelve months' previous notice be given; and in default of such notice, it continues in force until twelve months' notice shall be given.

1301. Then it is a positive contract up to the 1st of January 1853, capable of being after that time determined by twelve months' previous notice; is that so?—

It is a positive contract to the 1st of January 1853, capable of being determined if twelve months' previous notice be given. T. C. Croker, Esq.

1302. In what respect does that vary the service?—In nothing, as appears from the abstract of the contract that is before me. 22 June 1849.

1303. How many times a month is it to go?—Once a month.

1304. Was that put up to public tender?—It was.

1305. Were there any parties offering except the parties who took the contract?—I find I have got a précis furnished me by the Admiralty.

1306. Will you read it?—On the 6th January 1848, the Admiralty gave notice to the Peninsular and Oriental Company for the termination of the contract, at the end of 12 months, on the 18th January 1849. Their object in so doing was to ascertain whether the service could not be done at a cheaper rate. There had previously been correspondence on the subject between the Admiralty, the Treasury, and the Post-office; and the Treasury, by a Minute, dated 4 February, and communicated on the 5th, requested the Admiralty to give this notice. On the 27th of March the Admiralty wrote to the Treasury, proposing that an advertisement should be issued, calling for tenders for conveyance of mails to and from Alexandria. On the 5th of April the Treasury approved. The advertisement appeared in the "Gazette" of the 21st of April. It was for the monthly conveyance of the Calcutta and China mails, and despatches between England and Alexandria, by way of Gibraltar and Malta, leaving England on the 20th of each month. The contract was to commence on the 8th of January 1849, and to last at least three years. On the 18th of May two tenders were received, one from the Peninsular and Oriental Company, for the following sums: for the first year of contract, 27,500 *l.*; for the second, 27,000 *l.*; for the third, 26,500 *l.*; for the fourth, 26,000 *l.*; and so on, reducing 500 *l.* for each subsequent year that contract remained in force, with two vessels of 450-horse power, and a reserve vessel of 250-horse power. Another tender was received from the India and Australia Company for 25,650 *l.*, offering the "Minerva," of 400-horse power, 627 tons; the "Admiral," of 400-horse power, 929 tons; and one spare steam vessel, of 250-horse power. The Peninsular and Oriental Company accompanied their tender by a letter, in which, after stating the grounds upon which they considered that the Government ought not to take away the conveyance of the mails from a company which had embarked so much capital in the undertaking, and had performed the service satisfactorily, they propose, that if the contract is continued to them they will submit the accounts of all their transactions connected with the mail service from time to time to the inspection of such competent persons as the Government may appoint; and that when the financial position of the company, with respect to such mail service, shall be such as, after making the customary allowance for the repairs, wear and tear, and sea risk of the vessels and property, a maximum dividend of 10 per cent. can be realised, any surplus of earnings over and above such maximum dividend shall be placed at the disposal of the Treasury for the benefit of the public. On the 19th of May the Admiralty wrote that, previous to coming to a decision upon the tender, they were anxious to ascertain whether this proposal, if adopted, might be expected to cause any deduction, and, if so, to what extent, from the account that would be paid by the public if their tenders were accepted; they therefore begged to be informed what surplus of profit beyond a dividend of 10 per cent. after deductions for repairs, wear and tear, sea risks of vessels and property, might be expected from the calculations the company were able to make; and whether, in case a satisfactory reply could not be given to this question, two officers deputed by the Admiralty might at once have access to the accounts for information on that point, and previous to a decision being come to on the tenders. This latter alternative was at once adopted by the directors of the company, and they opened all their accounts to the inspection of Captain Ellice and Mr. Bond, who made a report on the subject, from which it appeared that the shareholders had never received a dividend of 10 per cent., and that the balance of receipts, after payment of all expenses and charges, was not then sufficient for a dividend of that amount; the Admiralty having ascertained that no diminution of the tenders was likely to accrue from this proposal, and considering both tenders too high, declined them both. The Admiralty then made an offer to the Peninsular and Oriental Company founded on the mileage rate, viz. 4*s.* 6*d.* paid to them for the Lisbon and Gibraltar Line. This was not accepted, but after several interviews with the directors of the company, it was signified to the Admiralty that they would

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would be willing to undertake the service for 24,000 *l.* a year, diminishing annually by 500 *l.* until the expiration of the contract, which was not in any case to cease before the 1st January 1853. The India and Australia Company also made an offer, which was, however, not admissible, for it required a 14 years' contract; it was for a mileage of 5*s.* 6*d.* a mile for the first seven years, and at 4*s.* 6*d.* a mile for the remaining seven years. They afterwards modified the offer as to the duration of the contract; and the Government, finding that there were competing offers before them, determined upon affording another opportunity for public competition; and on the 2d November 1848 tenders were again sent in, in accordance with a public advertisement from the same parties. The tender of the Peninsular and Oriental Company was higher than their offer made in pursuance of private negotiation, though the terms were the same. It was for 26,750*l.*, with a diminution of 500 *l.* after the first four years, in the event of its being continued, and 1,000 *l.* additional a year if the port of embarkation were removed to Plymouth. The India and Australia Company tendered for 18,450*l.* in two vessels of 400-horse power, and one reserve of 150-horse power; the same vessel being mentioned in both tenders, as in the former one. The lowest tender was directed by the Treasury to be accepted, provided they could furnish satisfactory security for the due performance of the service they were to undertake. Much inquiry and negotiation then took place, and the company were allowed until the sailing of the last packet provided for under the expiring contract, to prove that they had capital sufficient for the undertaking, but they failed in showing that they possessed sufficient paid-up capital, and they did not actually possess the vessels mentioned in their tender, so that on the 20th December the Board of Admiralty closed that negotiation, and having obtained the consent of the Peninsular and Oriental Company to renew their former offer of 24,000 *l.*, recommended it for the sanction of the Treasury, and it was adopted in the existing contract.

1307. What were the terms or conditions of the public contract advertised in the autumn of 1848, upon which this latter negotiation proceeded?—They do not appear to be here; they are in the Contract Office of the Admiralty.

1308. Will they be supplied by yourself, or by some witness who will come to speak to the contract of 1840?—They are in the same department.

1309. Did the communication upon which the existing arrangement between the Peninsular and Oriental Company and the Government was founded proceed from the Admiralty or from the Company?—The papers that have been furnished me close with the conditions by the Indian and Australian Company.

1310. Are you competent to speak to that fact?—I am not.

1311. Who is the party who will be able to give information upon it?—Mr. Worth of the packet department.

1312. Whether any, or if any, what communication passed between the Peninsular and Oriental Company from the period of the tender to the period of the accepting of that arrangement that now exists, you are not able to say?—I am not.

1313. Will Mr. Worth be the proper party to speak to that?—He will.

1314. What was the difference in the amount of price that you have stated between the respective companies?—The Peninsular asked 26,750*l.*, with a diminution of 500 *l.* annually; the Indian and Australian Company asked 18,450 *l.*

1315. What is the sum now paid to the Peninsular and Oriental Company?—£. 24,000, diminishing by 500 *l.* every year.

1316. That being the sum at which they had refused their offer in the spring of 1848?—That was between the two tenders.

1317. Was any calculation made by the Admiralty to ascertain the sufficiency or insufficiency of the lower sum which was offered by the Australian Company?—The Treasury desired that it should be accepted, provided they could furnish satisfactory security for the due performance of the service they proposed to undertake.

1318. That is not an answer to the question?—I am aware it is not an answer to the question, but there appears to be such a mass of correspondence here that it is difficult for me to say. But I have no doubt that calculations were made.

1319. Having made that statement, you can perhaps now answer the question whether any calculation was made by the Admiralty to ascertain the sufficiency or insufficiency of the lower sum which was offered by the Australian Company?—Mr. Worth will be the proper person to answer that question. I was not in the department at the time; and I do not catch it in turning over the papers.

1320. You

1320. You do not know whether it were or were not so yourself?—I do not know.
1321. Was any statement of the amount expected from passengers and from freight on goods submitted to the Admiralty by the parties who examined the accounts of the company to which you have alluded in that paper that you read?—I have not seen the report.
1322. Do you know yourself whether any such estimate was or was not made?—I do not. I have a very slight knowledge of the packet service for the last three years, having had no connexion whatever with the department.
1323. You do not know whether or not that was a confidential statement to the Admiralty, of which they had merely the results, and not the details?—I understood, I think, from Captain Ellice, that a confidential communication had been made to the Admiralty, but what was the nature of that communication I do not know.
1324. To what department of the Admiralty would that communication be made?—To the Secretary.
1325. To be laid before whom?—The Board, I presume.
1326. Then would those papers or reports enable the Board of Admiralty to judge of the proper sum to be paid for the performance of the service to which this paper related?—It is impossible to say without knowing what was the nature of the report, which appears to have been a confidential one.
1327. Since the time that the change has taken place in the mode of carrying the mails has there been any complaint?—I cannot speak for the last three years.
1328. Up to the period to which you can speak had there been any?—I recollect none to the period up to which I can speak.
1329. No complaint of the manner in which the service had been carried on is within your knowledge?—I do not recollect any.
1330. With regard to the period from 1845, that is about the period at which your knowledge ceases?—About 1845.
1331. You cannot speak as to the manner in which the service has been performed as regards the contract that was entered into in the spring of 1845?—No, I cannot, except as to the commencement of it.
1332. Have you not any access to the records in the Admiralty by which you can inform the Committee whether any complaint has been made with respect to the performance of that contract?—I have seen none.
1333. Have you examined those records of the Admiralty where you would be likely to see them if they had been made?—Yes; I say generally, to 1845, I should have remembered if there had been many complaints made.
1334. Has there been any communication, that you are aware of, from the Post-office, as to the sufficiency or insufficiency of the mode in which the service has been performed?—None, that I am aware of; I speak of course of the East Indian service.
1335. Can you inform the Committee of any particulars with reference to the number of passengers carried during any of those contracts?—I can give no information respecting passengers, except Government passengers.
1336. What do you mean by Government passengers?—The Admiralty, and I believe the East India Company, have the power of sending a certain number of naval and military officers on board those packets at a reduced rate of fares.
1337. Is it a positive sum, or a per-centage less than the public pay?—It is a positive sum I think fixed in the contract, and generally one-third less than the public pay.
1338. Is there any restraint upon the amount that the public may be charged?—By that contract it appears the Peninsular Company may charge the public whatever they like; there is no restriction; but the fares are fixed to Falmouth or London; for passage and victualling from London or Falmouth to Vigo, Oporto, or Lisbon, or from the three or four principal places to Falmouth or London, for chief-cabin passengers the sum of 7 *l.* 10 *s.* each; fore-cabin passengers, 3 *l.* 15 *s.* each; and for deck passengers, 1 *l.* 10 *s.* each.
1339. Are those Government passengers?—Those are Government passengers.
1340. That is not a per-centage, but an actual sum fixed?—Yes; that is the actual sum fixed by contract.
1341. Do you know what proportion that bears to the sum charged to the public?—I should say it is one-third less.
1342. That is your opinion?—That is my opinion.

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1343. What is the arrangement between Southampton and Alexandria?—The fares are fixed between England and Gibraltar; the chief cabin for an officer, 12*l.*, and his lady the same; a child over three years, and under 10 years, 6*l.*

1344. They are fixed sums in the same way?—Yes, they are fixed sums in the same way.

1345. Not a per-centage?—No, not a per-centage, but I should say one-third less than those charged to the public.

1346. Is there any condition in the contract by which the number of the passengers carried is made known to the Government?—No.

1347. Are you aware of the recommendations made in the Report of the Lords' Committee two years ago upon the Post-office?—I do not recollect them.

1348. Then of course you cannot answer the question whether any of the recommendations contained in that Report are introduced into this contract?—No, I cannot.

1349. I presume that is the contract entered into in 1848 or 1849?—Yes.

1350. Which would be subsequent to the Report of the Lords' Committee?—Yes.

1351. You do not know whether there are any of the recommendations introduced or not?—No, I do not.

1352. In fact, is there in that Report any condition requiring the company to give any account from time to time of the number of passengers they carry?—There is not.

1353. When does that terminate?—On the 1st of January 1853, if 12 months' previous notice be given.

1354. Are you prepared to speak upon any contracts upon the other side of the Isthmus of Suez. We have got now from England to Gibraltar, thence to Alexandria, and now we want to go on?—Between the East Indies and China I am prepared; that was formed in 1844 or 1845.

1355. Where does it commence and where terminate?—It commences at Suez and it terminates at Hong Kong, I believe.

1356. At what date was that contract entered into, and what are its terms and conditions?—The articles of agreement were signed the 26th of September 1844.

1357. How long was it to continue?—Seven years, and may be terminated at 12 months' notice after seven years.

1358. What was the service to be performed?—To convey the mails between Suez to Point de Galle, Madras, Calcutta, Penang, Singapore, and Hong Kong.

1359. How often?—Once a month.

1360. At what times were the mails to arrive at their respective places?—The number of hours between each of the places are detailed in the contract, which I can put in.

1361. Can you put in a *précis* of it?—I can put in a statement from the contract.

1362. You can extract from the contract a statement of the number of hours the packets are to take between the respective places?—Yes.

1363. What was the sum of money that was to be paid for that service?—£. 100,000 per annum.

1364. By whom is that money paid?—By the Admiralty.

1365. From whom do they receive that?—That is a question that belongs to the Accountant-general's department.

1366. Do you know whether, in fact, any part of it is paid by the Indian government, or whether it is wholly paid by the Treasury of this country?—I do not know.

1367. Was that contract made by public tender or by private arrangement?—That was made by private arrangement, I am pretty certain.

1368. Have you any paper that will enable you to speak positively upon that subject?—Yes, I may say positively there was no public advertisement.

1369. Was that a new service, fresh set up then, or was it the continuance of some service that had been otherwise performed before that time?—It was a new service, or it may be considered as a branch service.

1370. In what way could it be considered a branch service?—As carrying out the communication with India and China.

1371. Had there been any communication with India and China before through that channel?—No.

1372. So far as that went it was a new service?—So far as that went it was a new service.

1373. What

1373. What steps were taken by the Admiralty to get this service performed?—It would appear that on the 2d of August 1844, the Treasury sent an amended offer from the Peninsular and Oriental Steam Navigation Company for the performance of this service.

1374. The Treasury sent that to whom?—To the Admiralty.

1375. What was the preceding transaction that led to that amended offer?—It would appear that communications had passed between the Board of Control and the East India Company upon that subject, and that in consequence of some communication from the Treasury to the India Board, the Secretary of the India Board appears to have applied in November 1843 to the Admiralty for their opinion respecting contracting for that service.

1376. Was that opinion given?—That opinion was given.

1377. What was it?—It requested a "reference to the Sixth Report of the Commissioners appointed to inquire into the management of the Post-office department" (printed in 1836), in consequence of which the management of the mail steam packet service had been transferred to the Admiralty. In this Report was stated the conviction of the Commissioners of Inquiry, that the "advantages which a system of contract must generally secure to the public over one of establishment, however well conducted," and the opinion of the Admiralty is very fully stated in the "Appendix to the Report from the Select Committee of the House of Lords appointed to inquire into the Receipts and Charges of the Post office, and into the manner of keeping the Accounts thereof," in 1847.

1378. Mr. Cowper.] Was the passage you are reading from prepared by yourself?—It was.

1379. Chairman.] My question was, what answer was made by the Admiralty to the communication of the Board of Control in 1843?—They recommended the adoption of the contract system.

1380. In consequence of that recommendation communications were entered into between the Treasury and certain parties, I suppose?—I cannot say what followed.

1381. What led to this amended offer being sent to the Admiralty; can you give any explanation on that point?—I cannot. The means that were desirable, it is stated, "were three steam vessels of 1,800 tons, and 520 horses power for the Suez, Bombay, and Calcutta line; and one subsidiary vessel of 650 tons, and 260 horses power to be stationed at Bombay, with an additional subsidiary vessel to be stationed, if required, at either Suez or Aden." The Admiralty furnished rough estimates to the India Board, and "On the 31st of May 1844, the secretary of the Peninsular and Oriental Navigation Company informed the Secretary of the Admiralty that the company had been for some time past in correspondence with the East India Company relative to a mail contract, by steam navigation, between Calcutta and Suez, embracing a branch line between Ceylon and Hong Kong, and that the Peninsular and Oriental Steam Navigation Company had been referred to the Admiralty by the East India Company."

1382. Did that lay the foundation, in your judgment, of the calculation you have alluded to as being made in August 1844?—It must, for there is no letter of importance (this I can answer positively) between that communication from the company until the 2d of August 1844, which letter from the Oriental Company was sent by the Admiralty to the Treasury, for the information of the Treasury.

1383. What was the substance of that letter?—I have just stated that they "had been for some time past in correspondence with the East India Company relative to a mail contract, by steam navigation, between Calcutta and Suez."

1384. I am speaking of the letter of the 2d of August 1844?—On the 2d of August the Treasury sent to the Admiralty the copy of a communication (dated 25th July 1844) from the India Board, stating that the Peninsular and Oriental Steam Navigation Company had amended their tender for undertaking the mail service between Suez and Calcutta."

1385. What was that tender?—£. 160,000 per annum.

1386. Did the Admiralty report upon it to the Treasury?—No.

1387. What took place upon that?—The Treasury having the information previously given by the Admiralty, and by the India Board in communication with the East India Company,—for it would appear that it is stated here that 90,000 *l.* per annum was to be paid by the Government, and 70,000 *l.* by the East India Company,—the Treasury letter authorized the Admiralty to enter into the contract with the Peninsular Company to complete the contract in question.

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1388. Does there appear to have been any estimate made by the Admiralty of the expense of doing that service?—Yes.

1389. When was that made, or when was it sent to the Treasury?—It appears to have been sent to the India Board.

1390. At what date?—On the 20th January 1844; the points upon which they gave information were, “The practicability of the proposal made by the Peninsular and Oriental Steam Navigation Company respecting the mode of ‘effecting the accelerated transmission of the East India mails and despatches between Bombay and Suez, combining therewith for the year 1844 a two-monthly communication with Calcutta and Madras.’ The sufficiency of the means which the Peninsular and Oriental Steam Navigation Company proposed to employ, and the propriety of their demand of 80,000 *l.* per annum for performing a service which the Admiralty understood to be that then performed by the East India Company, namely, conveying the mails by steam vessels between Suez and Bombay monthly; and in addition to this, between Bombay and Calcutta every second month.” The Estimate then goes on in detail: and “With respect to the propriety of the demand of 80,000 *l.* per annum the Admiralty forwarded a statement from the Accountant-general of the Navy, showing that the cost of building and equipment of the four steam vessels required for the service, under the naval Regulations, would be about 250,000 *l.*, including 6,500 *l.* which the Admiralty added to the estimate of their Accountant-general to meet additional fittings for the necessary accommodation of passengers. The Admiralty, however, had every reason to believe that to this estimate of the cost, &c., of the vessels, which they considered to be absolutely necessary for the satisfactory performance of the Mail Packet Service in the Indian seas, the outlay of the Peninsular and Oriental Steam Navigation Company would be increased by an additional sum of nearly 50,000 *l.*, for what may be termed the luxurious accommodation now expected by passengers. Upon this speculation the Company, of course, subjected themselves to a risk of loss, or corresponding advantage. With respect to the item of coals, which was omitted in the Accountant-general’s Return, the Admiralty, in the absence of precise knowledge, estimated the cost upon the best information they could obtain, and their Lordships considered the Commissioners for the Affairs of India to be competent judges of the correctness of their assumed estimate, as well as of the assumed cost for coal depôts, coaling, and other incidental and contingent expenses. The item of oil, tallow, &c., was also assumed, as the consumption of these articles depended on the construction of the engine, both as to principle and manufacture. In explanation of the differences between the following calculations and the Accountant-general’s statement, the Admiralty observed that the interest of money was not taken into account in naval expenditure; and that 15 per cent. for wear and tear, and depreciation of hull and machinery had been adopted, with six per cent. for insurance, in compliance with the suggestion of the India Board, for the purpose of maintaining a comparative uniformity with the estimate given in their secretary’s letter of the 24th November, founded upon the Parliamentary documents supplied by the East India Company. The investment the Admiralty were willing to admit for the first cost and equipment of three first-class and one second-class steam vessels, being 250,000 *l.*; this capital, if dealt with as suggested, would require an annual expenditure for performing the mail service between Bombay and Suez, in wages and victuals, of 35,000 *l.*; for coals (taken at 48 *s.* per ton), 29,000 *l.*; for oil, tallow, &c. 1,500 *l.*; 15 per cent. on 250,000 *l.* for wear and tear and depreciation of vessels and machinery, 37,500 *l.*; six per cent. insurance, 15,000 *l.*; four per cent. interest on capital, 10,000 *l.*; making 128,000 *l.* To this sum of 128,000 *l.* must be added the expenses of coal depôts at Bombay, Aden, and Suez, and the cost of coaling the vessels at these stations, &c. which, according to the items supplied by the Parliamentary document, ordered to be printed on 3d July 1843, appeared to be, for coal depôts, 7,644 *l.*; wages of mechanics and apprentices not attached to particular vessels, expense of receiving ships, and miscellaneous charges of the steam department, 8,594 *l.*, making a total of 16,238 *l.*; thus increasing the amount of annual expenditure by upwards of 20,000 *l.*, as the Admiralty considered that at least 4,000 *l.* difference must exist between supplying vessels of more than double the horses power and tonnage of those of the East India Company, making an annual outlay of 148,000 *l.* per annum for performing a distance of 70,080 miles. The result of this calculation, therefore, exhibited the comparative cost of the mail service on the line

line between Suez and Bombay as follows: if performed by the East India Company, in their, comparatively speaking, small vessels, as shown by their Return to Parliament, after deducting passage money, 108,000 *l.* per annum, which does not appear to include the cost of coal depôts. If performed by vessels of 500 horses power and 1,500 tons, without deducting passage money, 148,000 *l.* per annum. If performed by contract by vessels of 500 horses power and 1,500 tons, 80,000 *l.* per annum. The Admiralty, in conclusion, observed, that should a mail communication, as suggested by them, extending from Suez to Calcutta, be determined on, the increase in the item of coals (calculated at 33*s.* 6*d.* per ton) would be 15,000 *l.*, and three coal depôts, with the expense of coaling, &c., might be taken at 20,000 *l.* per annum, in round numbers."

1391. Sir J. W. Hogg.] What is the date of that Report you are reading from?—It is the Report from the Select Committee of the House of Lords, ordered to be printed 21st of June 1847.

1392. Mr. Brown.] You spoke of vessels of 1,800 tons, and vessels of 1,500 tons; do you mean to say they were of that number each, or that there were three vessels 600 tons each?—1,500 tons each, or 1,800 tons each the larger class of vessels.

1393. Chairman.] If I understand you, from what you have stated from that Report, the estimate of the Admiralty for the cost of their vessels, for three first-class vessels and one second-class vessel, was 148,000 *l.*?—Yes, 148,000 *l.*

1394. That makes no allowance for any receipt from passengers?—It is without deducting passage-money.

1395. What was the amount of passage-money deducted from the East India Company's account, which comes to 108,000 *l.*?—That will be shown by the Parliamentary document ordered to be printed on the 3d of July 1843, I presume; it is not stated here.

1396. You are not able to supply it?—I know it exists in the records of the Admiralty, because it was transmitted in an India Board letter.

1397. You can supply it probably on another day?—Certainly I could.

1398. What was the size of the vessels by which the East India Company have performed that service?—All that would appear from the document to which I have alluded.

1399. Do you know at all whether they were larger or smaller vessels than the class of vessels upon which the Admiralty calculation was made?—Unquestionably smaller, because it says, "If performed by the East India Company in their, comparatively speaking, small vessels."

1400. Then probably the receipt of passage-money from those large Admiralty vessels would have been greater for goods and passengers than it would have been in the East India Company's small vessels?—I should think so.

1401. Provided the trade had permitted it?—I should think so.

1402. How many vessels are the Peninsular and Oriental Company required to keep upon this service?—Three steamers of not less than 500-horse power, and one steamer of not less than 250-horse power for the Calcutta and Suez service, and two steamers of not less than 400-horse power, and one steamer of not less than 250-horse power for the China service.

1403. Seven steamers altogether?—Seven steamers altogether.

1404. For which they receive how much money?—£. 160,000 per annum.

1405. Mr. Brown.] Have you any calculation of how many miles those steamers run over in any one voyage, or any number of voyages?—It could be readily given. I think the mileage I read was with regard to Suez and Bombay.

1406. Chairman.] If you please, you will prepare a statement of the mileage, and the price per mile, that is paid under the present contract?—The hydrographer will supply the mileage, and the packet department can supply the rest.

1407. You know the price paid to be 160,000 *l.*?—The price, I believe, as the contract specifies, is 160,000 *l.*

1408. You know the number of miles?—The hydrographer can tell the number of miles.

1409. Then you can easily state in the same paper, which you can put in, what it is per mile?—Certainly.

1410. It would be satisfactory to the Committee to have it put in, in a similar form, the number of miles that each voyage takes, and the price it is per mile?—It is a matter of very simple calculation; the mileage must be obtained from a particular department.

Luna, 25^o die Junii, 1849.

MEMBERS PRESENT.

Sir J. Hogg.
Mr. Mangles.
Mr. Wilcox.
Mr. Cowper.
Mr. Childers.

Mr. Cardwell.
Sir W. Clay.
Mr. Alderman Thompson.
Mr. Bankes.

J. W. HENLEY, Esq., IN THE CHAIR.

Thomas Crofton Croker, Esq., called in; and further Examined.

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1411. *Chairman.*] YOU were unable upon the last day you were examined to give the Committee the terms of the several contracts. Can you supply them now?—I was unable to give the terms of the contract in 1840, and I regret to say that at the present moment I am not able to furnish them, but I expect the documents here shortly. I can state that there were four tenders received, and I was asked, if I mistake not, to furnish the calculations which were sent to the Treasury, in sending these tenders forward. I have here the "Estimate of the annual expense of Her Majesty's steam packets, employed between Gibraltar, Malta, Corfu, and Alexandria. Between Gibraltar and Malta two steam vessels, 160-horse power, every fortnight; wear and tear, wages and victuals, 10,000 *l.*; coals at 25 *s.* per ton, 7,357 *l.* Between Malta and Alexandria, one steam vessel, 160-horse power, every month; wear and tear, wages and victuals, 5,000 *l.*; coals at 30 *s.* per ton, 3,774 *l.*; total between Gibraltar and Alexandria, 26,131 *l.* Between Malta and Corfu one steam vessel, 160-horse power, every fortnight; wear and tear, wages and victuals, 5,000 *l.*; coals at 30 *s.* per ton, 2,781 *l.*; total between Malta and Corfu, 7,781 *l.*; total expense, 33,912 *l.* In addition to this service, the tenders include the conveyance of the mails between Falmouth and Gibraltar." I may observe that there is nothing stated in this calculation for the first cost of the vessels.

1412. *Mr. Mangles.*] And nothing for interest upon that?—Nothing for interest.

1413. Nothing for insurance?—Nothing for insurance.

1414. *Chairman.*] Is there appended to that any estimate of the receipts by the passage-money?—There is not.

1415. No estimate then, according to your belief, was made of the probable receipt of passage-money from such persons?—It may have been made, but I cannot speak to it.

1416. Is there any record in the Admiralty that would show if it had been made there?—There may be, but it is not likely. I find that it was the custom for the Secretary of the Admiralty to communicate with the Chancellor of the Exchequer. The Secretary of the Admiralty put certain questions to the clerk conducting the packet department, who furnished replies to those questions.

1417. In writing or verbally?—In writing; here is a specimen of that; though it does not exactly bear upon the question, it will illustrate the way in which the questions are asked. The comptroller of steam machinery inquired of the head of the packet department, "Are you making out" (for Mr. Wood or Sir John Barrow, who were then the Secretaries) "what the difference of pay would be at the other packet stations upon the troop-ship system?" This was, of course, made out and enclosed in this memorandum, which got into the hands of the Secretary; he did not return it; what the object of that inquiry was I cannot say. I had merely to execute to the best of my ability that order, which I suppose I did.

1418. Would the chief of the packet department be the party who would have to make an estimate of the probable receipts of passage-money?—If he was called upon to do so, certainly, and he would have to call upon the Accountant-general

countant-general to furnish them, and otherwise supply the best information in his power. T. C. Croker, Esq.

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1419. The Accountant-general would only be able to furnish the receipts of money actually received?—The receipts of money actually received.

1420. I am asking whose duty would it be to form an estimate of the probable amount of passage money to be received upon a certain station?—If such a thing were asked for, it would be the duty of the head of the department to obtain the best information he could from the best sources, and to certify that to the Secretary of the Admiralty.

1421. The head of what department?—The packet department.

1422. No just opinion could be formed of the price to be paid for the service to be done, without estimating the return to be probably obtained from passage money?—I conceive that it would be a calculation, or an estimate for the Treasury, rather than the Admiralty.

1423. That is your opinion, that it would not fall upon the Admiralty?—Certainly; it is my opinion that the Treasury are more competent to ascertain it than the Admiralty.

1424. The Admiralty would merely furnish their opinion of the cost of performing the service?—The cost of performing the service, unless called upon by Government to do otherwise than by the official mode of estimate.

1425. Leaving anything on the credit side to be ascertained in another department?—That I conceive to be the line of distinction between the Treasury and the Admiralty.

1426. What were the sized vessels upon which that calculation that you have just detailed, was made?—One hundred and sixty horse power.

1427. Each of them?—Each of them.

1428. What was the sum eventually agreed to be paid by the Government for that service?—Upon a sliding scale, from 38,000 *l.* to 33,000 *l.* per annum.

1429. The estimate for the Government service being how much?—£. 33,912.

1430. In addition to that service, the parties taking the contract carried the mail from Southampton to Malta, did they not?—To Gibraltar.

1431. That was carried by means of a line of communication that those parties had established to Constantinople; they availed themselves of the vessels going from England to Constantinople to carry the mail that part of the distance?—They might have done so; they delivered the mails at Malta.

1432. In point of fact, was it not so: do you know the fact one way or another, whether there was at that time any line of communication established between Southampton and Constantinople?—I do not know it.

1433. Then the estimate for the Government service being made from Malta to Alexandria, the contract was taken from Southampton to Alexandria; is that so?—The Government estimate was between Gibraltar and Alexandria.

1434. The contract was taken between Southampton and Alexandria?—The contract was taken between England and Alexandria.

1435. At that time was there any contract existing by which the Government had a contract packet going from Southampton to Gibraltar?—Yes.

1436. Would the Government have had the right of sending the mails by that packet to Gibraltar free of cost?—Yes.

1437. Then in fact it was a contract for the same service that the estimate was made for?—No.

1438. In what respect did it differ?—In steamers of much larger power; I believe they were 400-horse power, and they conveyed the mail; it was for an accelerated communication; it was to meet the mails at Malta which passed through Marseilles, and carry them on to Alexandria.

1439. The Government had a right to send mails to Gibraltar under virtue of the contract then existing?—Yes.

1440. This was for the service to convey that mail on from Gibraltar to Alexandria, with a branch to Corfu?—No.

1441. What was it?—To take the mails from England to Alexandria,

1442. By any additional vessels?—By additional vessels.

1443. How many additional vessels, or how many additional times per month?—Two additional vessels, with a branch vessel to Corfu for the Corfu service.

1444. Let us go step by step; how many additional vessels to Gibraltar were there?—Two.

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1445. Two

- T. C. Croker, Esq.* 1445. Two additional communications ; monthly, or how many ?—Monthly.
- 25 June 1849. 1446. We have had it in evidence that at that time there was a three-times-a-month communication between England and Gibraltar ?—Not at that time, I think ; it was weekly then.
1447. It was a four-times-a-month communication ?—Weekly.
1448. You say that the Government had a right to send the Indian mails in those packets as far as Gibraltar free of cost ?—Yes.
1449. Now what additional service from England to Gibraltar was requisite under this new contract ?—To take the mails from England.
1450. You say that the Government had a right to send the mails once a week in the Peninsular packets ?—Yes, certainly.
1451. What additional service was required to convey those Indian mails ?—If they had been conveyed to Gibraltar in the Peninsular Company's vessels there would have been a delay at Lisbon, and other places, in the transmission of the mails ; for I believe it was before the accelerated communication of the mails.
1452. Then it was not an additional service, but an acceleration of the communication ?—It was an additional service for the purpose of accelerating the Indian mail.
1453. Did it go oftener than once a month ?—It went monthly.
1454. Then it was accelerating one of those communications once a month, was it ?—It was accelerating the Indian communication once a month.
1455. How many days' acceleration was it between London and Gibraltar ?—Without referring to the contract and the various schemes I cannot answer the question ; there are tables, I know, showing most distinctly what that acceleration would be.
1456. It was a real variation in what you call an additional service ?—The additional service was for the acceleration of the mails to India.
1457. Did the vessels that carried the Indian mail from Southampton to Gibraltar touch at any places on the way ?—No.
1458. Do the Peninsular mail packets touch at any places on the way ?—Yes.
1459. Then this was to require a vessel to go forward from Southampton to Gibraltar, not touching at any place on the way ?—Touching at Malta.
1460. Malta is not between Southampton and Gibraltar ?—Going from England to Gibraltar without touching at any place on the way.
1461. *Mr. Cooper.*] Do not the accelerated packets reach Gibraltar in about 2½ days sooner than those that touch at Vigo, and Corunna, and Lisbon ?—I think there was a delay of 48 hours, or something like that, to Lisbon, and six hours more, I think, were allowed for Vigo and Oporto ; there was always a chance of the time being much greater on account of the water off Oporto, and on account of delay for various other nautical reasons.
1462. *Chairman.*] Was it at this time that the change took place between the weekly communication with the Peninsula and the three times in a month ?—No.
1463. That was not till 1845 ?—No, it was not till 1845.
1464. Did the Peninsular Company, during this time, send four vessels as before to the Peninsula, and this vessel in addition ?—The Peninsular Company maintained their weekly communication with Spain and Portugal ; it was perfectly independent of the communication between England and Alexandria.
1465. Do the Committee understand rightly that the Peninsular Company maintained the communication weekly between the Peninsula, going to Vigo, Lisbon, and Gibraltar, and this communication to the Indian mail in addition ?—Yes.
1466. That is clear, is it ?—That is clear.
1467. That, in point of fact, five packets went in a month from England to Gibraltar ?—Five from England with mails were dispatched in the month.
1468. That fact is so ?—That fact is so.
1469. Then this addition was of one packet from Southampton to Alexandria for the money which you have stated, 38,000 *l.* :—Yes, in the month.
1470. I am right in that ?—Yes.
1471. Then in 1845 a variation takes place in that by reducing the communication to the Peninsula three times in a month ?—To three times in a month.
1472. Striking off one of the communications :—Striking off one communication in the month.

1473. Now we will go back, if you please, to the contract of 1848, as you have not yet got the particulars of the contract of 1840; at what time was that first advertised for?—On the 17th of April 1848. T. C. Croker, Esq.

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1474. Can you give the Committee the conditions that were put out by public advertisement?—Certainly; here they are.

1475. Will you state them, if you please?—"The Commissioners for executing the office of Lord High Admiral of the United Kingdom of Great Britain and Ireland, do hereby give notice that on Thursday, the 18th May next, at one o'clock, they will be ready to receive tenders, under conditions which may be seen at the above office, for the monthly conveyance of Her Majesty's Calcutta and China mails and despatches between England and Alexandria, by way of Gibraltar and Malta, leaving England on the 20th of each month. The contract to commence on the 8th January 1859. All tenders are to be made upon the printed form provided for the purpose, which may be had upon application as above; and they are to be addressed to the Secretary of the Admiralty, at Somerset Place, with the words 'Tender for the Conveyance of Mails' and 'Comptroller for Victualling' in the left-hand corner of the envelope. No tender will be received after one o'clock on the day of treaty, nor any noticed unless the party attends or an agent for him, duly authorized in writing. Every tender must be delivered at the above office, and must express when and where the vessels will be ready for survey, and when they will be completely ready for sea, and also state the address of the party tendering."

1476. What are the conditions referred to, that parties might see by applying?—They are rather lengthy; you can see them, if you please.

1477. Is there anything in those conditions respecting security; you are conversant with them, of course?—I have not read them; I was not in the department at the time; but security is always required from contracting parties.

1478. There is nothing in the advertisement which you have read referring to security at all?—No; but security is always required.

1479. Mr. Cowper.] Is not that mentioned in the conditions referred to?—Yes, it is; the contractors do bind themselves in a penalty of 8,000 £.

1480. Chairman.] That is upon the signing of the contract?—That is upon signing the contract.

1481. Nothing is said in that public tender of the class of vessels by which the service is to be performed, is there?—Yes.

1482. What are the class of vessels required?—They are to be of not less than 400-horse power.

1483. Is there any other peculiarity as to their being paddles or screws, or anything of that kind?—No; there are the usual stipulations respecting the vessels being properly equipped with stores and boats.

1484. But nothing special but as to the tonnage?—No, nothing but that they are to be vessels of not less than 400-horse power.

1485. In consequence of that advertisement were any tenders sent in?—I know that two parties tendered.

1486. But the offer of neither was accepted?—The offer of neither was accepted.

1487. There was another advertisement in September, was not there?—Another advertisement was put forward on the 21st of September.

1488. Did that advertisement follow the same terms and conditions as the one of April?—The vessels were to be of not less than 400-horse power, and there was a variation; the duration was to be for four years; that appears to be the variation between them.

1489. Was there any variation in the amount of security?—None.

1490. With the exception of what you have mentioned, the conditions were the same?—The conditions appear to be the same.

1491. I think the Committee have heard from you before, that there were tenders sent in on that occasion?—Tenders were again made by the same parties.

1492. Two tenders?—Two parties tendered.

1493. Did the Admiralty give the contract to either of the parties?—They gave the contract to one of the parties, but they did not accept the tender of either.

1494. Which of the parties was it given to, the one that offered for the higher or the lower sum?—The one that offered for the higher sum.

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1495. Why

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1495. Why was not it given to the one who offered for the lower sum?—
“The lowest sum was directed by the Treasury to be accepted, provided they (the parties tendering) could furnish satisfactory security for the due performance of the service they were to undertake. Much inquiry and negotiation then took place, and the company were allowed until the sailing of the last packet provided for under the expiring contract to prove that they had capital sufficient for the undertaking; but they failed in showing that they possessed sufficient paid-up capital, and they did not actually possess the vessels mentioned in their tender. So that on the 20th December the Board of Admiralty closed that negotiation, and having obtained the consent of the Peninsular and Oriental Company to renew their former offer of 24,000 *l.*, recommended it for the sanction of the Treasury, and it was adopted in the existing contract.”

1496. The requirement to prove they had sufficient capital was a matter beyond the printed conditions referred to, was it not?—I do not believe that it is in the conditions.

1497. You have told the Committee that the terms of the contract required that surety to the amount of 8,000 *l.* should be entered into?—Yes.

1498. From what you have read from your evidence, you have said that one of the reasons for rejecting the tender was, that the parties could not prove that they were possessed of the requisite capital; is that correct, or is it not?—It is correct.

1499. Then that is a condition or a requirement beyond what the original conditions of the contract specified?—I believe the letter from the Treasury authorized the Admiralty only to accept the lowest tender upon being satisfied that the parties were in a position to execute their contract; and they appear to have failed in satisfying the Admiralty.

1500. Was the communication from the Treasury written or verbal?—I have no doubt it was written.

1501. And can be produced?—No doubt it can.

1502. Because as you have stated it, reading from the evidence of the preceding day, it appears that that was a requirement beyond the terms of the contract; I want to know whether that is correct or not?—“The lowest tender was directed by the Treasury to be accepted, provided they (the parties tendering) could furnish satisfactory security for the due performance of the service they were to undertake.”

1503. Mr. Couper.] Though in one sense it might be called a requirement beyond the printed conditions, yet could it be called a requirement beyond the tender which the parties themselves sent in?—No, I believe not.

1504. I mean, that is, that the parties in their tender mentioned the name of the vessels, and the time when they would be ready; was it not the duty of the Admiralty to ascertain whether those vessels were really in the possession of the parties who tendered them, and also whether they had sufficient capital to work those vessels, provided they got the contract?—Certainly.

1505. *Chairman.*] Confine yourself to my original question, whether the requirement to prove that they had sufficient capital, as you have stated, is or is not an addition to the original printed condition?—It appears to me to be an addition to the original printed condition, but the Treasury directed the tender to be rejected, unless they (the parties tendering) could show they were in a situation to execute the contract.

1506. What you have read is, that unless they could give sufficient security to execute their contract, their tender was not to be accepted?—I should, perhaps, correct the word security, and say unless they were in a proper position, and could satisfy the Admiralty that they were in a condition to undertake the contract.

1507. When you gave your evidence on Friday, were you stating your impression of the letter of the Treasury, or that you were stating the real substance of it?—I was then reading the précis which had been drawn up in the Admiralty, and then had been handed to me.

1508. That précis was probably a correct representation of what the letter of the Treasury required?—I should think it was.

1509. Now we will go to the vessels; you say that they were unable to produce the vessels for the service they had tendered?—Yes.

1510. Is that fact correct?—They did not actually possess the vessels that they tendered, and failed to show that they possessed those vessels.

1511. Did

1511. Did the tender require that the vessels should be the property of the parties tendering?—No. *T. C. Croker, Esq.*

1512. Then they might have been able to put the vessels upon the service without possessing them?—They might. *25 June 1849.*

1513. That would be a departure from the printed conditions of the contract?—No; I conceive that if they could show to the Admiralty that they were ready to put those vessels to perform the service, that the Admiralty could not have objected.

1514. That is your opinion merely?—Yes.

1515. It is, in point of fact, a departure in some sense from the printed conditions?—As a matter of fact, the tender was rejected.

1516. But that was subsequently?—That tender was not accepted.

1517. That was the conclusion?—That was the conclusion.

1518. The conditions of the contract to which the public were referred did not make it necessary that the vessel should be in the possession of the parties tendering?—No, I think not.

1519. It required that they should give security in the sum of 8,000 l. for the performance of the contract?—Yes.

1520. The time between the months of November and January was extremely short?—No, I should say not.

1521. There was no power for any person to tender for that contract, unless they happened to have within their control vessels of 400-horse power?—Not to perform it, I should say.

1522. And there are not a very great number of such vessels?—There are not many; there are some.

1523. Therefore, in point of fact, the service was confined to those parties who happened to have the means of getting hold of such vessels?—Yes; and accordingly the parties who tendered, tendered two such vessels.

1524. *Mr. Cooper.*] Would it not be open to persons who could purchase vessels before the 20th of January, when the sailings were to commence?—Certainly.

1525. *Chairman.*] Vessels could not be purchased that were not in existence?—But the vessels of that class called for by tender did exist.

1526. But not in the control of the persons tendering?—Not in their control.

1527. *Mr. Mangles.*] I presume that they could not satisfy the Admiralty they had the means of becoming possessed of them?—I presume not.

1528. *Mr. Cardwell.*] With regard to satisfying the Board of Admiralty of their power to complete any contract they might make, that is a condition in all contracts either expressed or understood; but whether expressed or understood it is uniformly insisted upon by the Admiralty?—Certainly.

1529. *Chairman.*] Where a stipulated sum is made in the condition to be entered into, is it the practice of the Admiralty to require security beyond that?—There must be some good reason for any variation.

1530. Have you now got the papers which will enable us to go back to the contract of 1840?—I have got three out of the four tenders; but the tender by Messrs. Willcox and Anderson is presumed to be in the Record Office, Admiralty, Whitehall.

1531. Can you furnish the Committee with the conditions that were put forth by the public then?—Here they are.

1532. Be so kind as to read them?—They are very long. (*The Witness delivered in the same.*) *Vide Appendix (A.)*

1533. Have you an abstract of them, or could you state the leading points of them?—Yes.

1534. Do you know whether they are much the same as the preceding?—Much the same as in the preceding contracts with the same company, except in the size of the vessels.

1535. Here it seems to be the same, "of 400-horse power."

1536. In this case, the same as in 1848, the power of tendering would be confined to those parties who possessed vessels of that size?—Certainly; vessels of that size were required for the service.

1537. *Mr. Willcox.*] In your estimate of the cost to the Government of the vessels to carry the mails from Gibraltar to Alexandria, I think you have not included either insurance, interest, or depreciation?—Depreciation, under the name of wear and tear.

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1538. Those are two distinct things; wear and tear is only to keep a vessel up, but the depreciation is to give you a new ship when the other is worn out altogether?—That is an element that is not taken into account in naval calculations.

1539. You have not included it?—It is not included.

1540. *Chairman.*] Do you know the date of the contract of 1840, when it was advertised for?—The tenders appear to be put in on the 19th of May 1840.

1541. When was the service to commence?—Unfortunately I have not got the contract here; it probably is stated in the conditions. I see it was to commence on the 1st of September 1840.

1542. Therefore the time allowed was from May to September?—Till September.

1543. That was manifestly insufficient for any parties to build vessels for the service?—I should think it was.

1544. Therefore the power of public competition was confined to those parties who had vessels of 400-horse power at the time?—Who possessed two vessels of 400-horse power, and one of not less than 140.

1545. *Mr. Mangles.*] Were there such vessels existing in the market at that time, to be bought for money, do you suppose; have you any means of knowing that?—Yes, there were; there was the “President” and the “British Queen;” they were both in the market at that time I believe.

1546. *Chairman.*] Were they of a greater or less size?—The “President” was 560-horse power, and the “British Queen” 475-horse power.

1547. Both larger vessels?—Both larger vessels.

1548. *Mr. Mangles.*] That is the minimum, 400-horse power?—“Not less” than 400.

1549. Did not the “Great Western” exist at that period?—I believe she did; but I have no official knowledge of it.

1550. *Chairman.*] Now, with reference to the performance of this contract of 1840, you have said that you would be prepared to state whether any breaches of it had arisen?—I believe not, but I have not had time to make the inquiry; to get papers together and arrange them satisfactorily occupies a great deal of time.

1551. The conditions, I see, as to penalty, are very stringent; 500*l.* for every 12 hours delay?—Yes.

1552. Can you inform the Committee whether any penalty has been enforced?—I should almost say positively not; and yet I doubt respecting a fine for non-performance of the Ionian Island contract; but this is a matter may require explanation.

1553. Can you inform the Committee whether any delay of 12 hours has occurred?—I believe such delays may have occurred.

1554. Can you inform the Committee the reason, if such delays have occurred, why no penalty has been enforced?—Because they were not breaches of contract.

1555. They have been so decided?—They have been so decided.

1556. I suppose they have not very frequently occurred?—Very unfrequently.

1557. As they have not occurred very frequently, you could perhaps furnish the Committee with the number of times on which they have occurred, and the decision of the Admiralty as to their not being breaches of contract?—Yes; but it will take some considerable time.

1558. You could extract it and put it in a tabular form?—It could be done, but it will occupy some considerable time, and create official expenditure requiring the sanction of the Treasury.

1559. Then in 1845 a change took place to three times a month instead of four times a month?—Yes.

1560. Was there any additional communication then to Alexandria?—There was a bi-monthly communication.

1561. Instead of the monthly?—No; the bi-monthly communication existed previously.

1562. How long did it continue?—The bi-monthly communication continues to the present time.

1563. What took place in the beginning of the year 1848, with reference to that bi-monthly communication?—I cannot speak to what took place, for I was not in the packet department at the time.

1564. Who

1564. Who is the party who can give that information?—Mr. Worth.

1565. You stated, I think, that notice was given by the Government to discontinue the existing contract in the latter part of 1847 or in the early part of 1848?—It must have been from the précis which was furnished to me.

1566. You cannot give any information as to what led to that notice upon the part of the Government?—I have got a statement which has been furnished to me respecting the Alexandrian contract of 1848.

1567. Was that before the new contract or after?—It seems to be respecting the formation of the contract.

1568. Do you know as a fact whether or not the Company demanded fresh conditions of the Government, or did the Government give notice of their own accord?—The Government gave notice, I believe.

1569. Was there no communication from the Company, preceding that notice, requiring modification of the existing contract or alteration of the terms?—I am not aware.

1570. Who would be the party to tell us that?—Mr. Worth.

1571. Mr. Cooper.] Will you put in a copy of the report made by Captain Ellis and Mr. Bond upon the accounts of the Peninsular and Oriental Company?—Here it is. (*The same was delivered in.*)

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Vide Appendix
(B.)

John Charles Mason, Esq. called in; and Examined.

1572. Chairman.] WHAT office do you hold in the East India Company's service?—I am Assistant to the Secretary to the East India Company, in the Marine Department.

J. C. Mason, Esq.

1573. You are acquainted with the arrangements which have taken place between the East India Company and the Government relative to the conveyance of the mails on the Indian side of the Isthmus of Suez?—I am.

1574. Will you state what is the mode in which the communication has been carried on between Suez and Bombay?—The mail is conveyed monthly, if I understand the question, between Bombay and Suez, by vessels belonging to the East India Company, composing part of the Indian navy.

1575. Do the British Government pay any money towards the expense of that conveyance?—£. 50,000 a year.

1576. Do the British Government or the Indian government receive the postage?—The British Government receive all the postage.

1577. That sum of 50,000 *l.* a year is paid by agreement between the Company and the Treasury here?—Yes, it is.

1578. Sir J. Hogg.] Was that the original contract, that the Government should pay 50,000 *l.* a year, or was it a subsequent arrangement; state what the original agreement was, and what led to the change?—Consequent upon the Committee of Parliament in 1834, it was arranged that a communication should be made by steam between Bombay and Suez; that the East India Company were to conduct it, and that the expense was to be divided between Her Majesty's Government and the East India Company, Her Majesty's Government receiving all the postage. In carrying out that arrangement it became necessary for the East India Company to obtain periodically a statement of the expense incurred in conducting that communication. In arriving at that expense it was necessary to charge the vessels that were employed upon the service, including all the expenses, and it appeared very large; and when the account was about to be divided between them, under the spirit of the arrangement of 1834, some difficulties were started on the part of the Treasury upon the ground that there were peculiarities on the Eastern side which appeared to the Lords of the Admiralty, when compared with the similar service on this side, as being very costly; and the result was that a letter was written from the Treasury to the Court of Directors, suggesting as a preferable arrangement that a yearly sum should be paid by Her Majesty's Government to the East India Company, who should conduct the communication whatever the cost might be; and that sum was fixed by their Lordships themselves at 50,000 *l.*

1579. Which was paid retrospectively?—From the commencement of the service.

1580. And continues to be paid now?—To this day.

1581. Chairman.] What size vessel is the communication carried on in?—

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The vessels are of different sizes; some 220-horse power that are occasionally used, and some that are now used of 300 to 500 horse power.

1582. With regard to the accommodation for passengers, are the vessels of a size to afford adequate accommodation?—They are now of a size to afford adequate accommodation to that particular line.

1583. With reference to the amount of postage received, that, of course, you are not competent to speak to?—No, it is a Post-office matter.

1584. *Mr. Mangles.*] Who has the passage-money?—The East India Company.

1585. *Chairman.*] What is the other communication to Suez?—There is another communication to Suez, which is conducted by vessels belonging to the Peninsular and Oriental Company under a contract.

1586. Where does it go to?—From Bengal, touching at Madras and Ceylon, and coming round to Aden, and thence to Suez, but not to Bombay.

1587. What sum is paid for that service?—£.160,000 per annum.

1588. Does that 160,000 *l.* per annum include the China service?—It does.

1589. Where does the China service branch off?—At Ceylon.

1590. How many times a month is that carried on?—Once a month.

1591. Are you competent to speak to the mode that was taken to fix that sum?—There was considerable correspondence upon the occasion, which resulted in that sum being fixed. A larger sum was required in the first instance, but it was reduced in consequence of the correspondence that took place between the Board of Commissioners, or what is usually termed the Board of Control, and the Court of Directors.

1592. In what proportion is that sum paid?—The East India Company pay 70,000 *l.* a year towards it, which resolves itself into a proportion of seven-sixteenths; but it is not paid exactly in that way, not as the proportion of seven-sixteenths; it was thus; the Company said, we will give so much, leaving the Government who originated the plan to make the arrangements.

1593. They pay the gross sum of 70,000 *l.*, leaving the Government to do the service in the most economical way they can?—Yes.

1594. Is that an agreement from year to year, or for any fixed number of years?—For seven years.

1595. From what time?—From January 1845, I think it is.

1596. Then it will terminate in January 1852?—January 1852.

1597. Are you competent to give any opinion as to the reasonableness or otherwise of the gross sum paid for the service?—I am not; it was considered large, and designated by the Court of Directors as such, but no detail was entered into to show in what respect in particular.

1598. Is it within your knowledge to know whether that line affords much passenger traffic?—I believe it to be matter of notoriety as to the Indian portion of it; I apprehend not so much the China portion.

1599. Do you know what proportions of that expense of 160,000 *l.* is estimated for the Indian part, and what for the China part?—£.115,000 for the Indian portion, and 45,000 *l.* for the China.

1600. In what sized vessels is the communication carried on between Ceylon and China?—That is all matter laid down in the contract which is entered into by the Admiralty; vessels of 400-horse power appear to be the size of the vessels on the China contract.

1601. From Ceylon to China?—Yes.

1602. *Mr. Mangles.*] Not less; 400 is the minimum?—Yes.

1603. *Chairman.*] How many vessels were to be employed upon it?—“Not less than two; each of them to be always supplied with first-rate appropriate steam engines, of not less than 400-horse collective power; and also another vessel to be always supplied with first-rate appropriate steam engines, of not less than 250 collective horse power.”

1604. *Sir J. W. Hogg.*] That is for the China contract?—Yes.

1605. *Chairman.*] What is it for the Indian part of it?—Not less than three; each and every of them to be of not less than 500 collective horse power; and also a good substantial and efficient steam vessel of not less than 250-horse power, as a spare vessel.

1606. With reference to the Indian part of it, is it within your knowledge how far that contract has been performed?—It has been well performed.

1607. Throughout?—Yes.

1608. Are

1608. Are the vessels of the size required by the contract?—So far as we know.

1609. Do you know, one way or the other?—Those are points we leave to the Admiralty, who see the contract carried out; the Admiralty made the contract, and it is for them to see it is carried out.

1610. In the Indian seas; do they then rely entirely upon the Admiralty seeing to the performance of the contract, or do the Indian authorities exercise any supervision or control?—We have no authority.

1611. Nor power of supervision?—No.

1612. What happens if the vessels do not perform the voyages at the stipulated times?—There is a penalty in the contract for non-performance of the contract.

1613. To whom is it reported, if the vessel should not arrive, for instance, at any of the ports in the Indian empire within due time?—I am not aware of such an instance.

1614. You do not know one way or the other whether it has or has not happened?—I am not competent to speak to that; it is a point of detail under the contract.

1615. Would they come under your knowledge if any complaints were made to any department of the India House?—If they were made to the India House they would come under my knowledge; it would become a departmental question immediately.

1616. Mr. *Mangles.*] In fact they would be made if there were any breach of contract which subjected the authorities in India, or the public in India, to any inconvenience; the Government would know of it at once?—Yes, of course.

1617. *Chairman.*] No such complaints have been made?—Not according to my knowledge.

1618. Sir *J. W. Hogg.*] I think the local government of India have some power in controlling as to the time that the steamers are to remain at each port?—There are certain clauses in the contract, which state that the vessel shall arrive within a certain time, and shall be detained, if necessary, for a certain time; but the whole detail of that is given in the contract here, so as to trace the mail from place to place.

1619. *Chairman.*] I want to know, that detail being set out as a condition of the contract, upon whom it rests to see that it is duly performed?—There is an Admiralty agent on board the vessel who has the control and management of the matter.

1620. And it would be his duty to make a complaint to the Admiralty of the non-performance of the contract?—Certainly.

1621. The Indian authorities having nothing to do but to pay their stipulated part of the price, that being 70,000 *l.*?—It would resolve itself into that.

1622. Sir *J. W. Hogg.*] I believe the Admiralty agent considers himself so exclusively in charge of those steamers, that there are instances of his positively refusing to allow of a short detention at the requisition of the government of India?—It is so.

1623. *Chairman.*] You stated that it was generally supposed that the price paid was a high price?—I did.

1624. Is that founded merely on general report, or on any official estimate or knowledge you have upon the subject?—I find it stated in the correspondence.

1625. That is what leads you to the impression?—Yes.

1626. Has there been any suggestion for a more economical performance of this service?—In the course of the correspondence there was a suggestion for a periodical reduction, but that was before the period was fixed for which this contract should have operation.

1627. Is it within your knowledge to know whether in fact a very extensive passenger traffic is carried on upon the Indian line?—I have no means of forming a judgment upon that.

1628. Sir *J. W. Hogg.*] That is, it does not come within your knowledge officially?—Certainly not; it is matter of notoriety.

1629. Any information you have is merely from notoriety, as it might reach any other person's knowledge?—Yes; newspaper evidence, or anything of that kind.

1630. In fact you know in that manner there is considerable traffic?—Yes, I could speak with the greatest confidence about it.

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1631. *Chairman.*] Could you give the Committee a statement of the estimated cost to the Indian Government of conveying the mail from Bombay to Suez?—It was estimated at the outset that it would cost as nearly as possible 100,000 *l.* a year, and by a Return that was made to Parliament on the 24th of July 1848, in obedience to an Order of The House, namely, "A statement showing the total cost of transmitting the mails and despatches between Bombay and Suez by the East India Company, and towards which the sum of 50,000 *l.* per annum is granted out of the revenue of the United Kingdom, during the years 1845, 1846, and 1847, including wages," and other expenses, I perceive it amounted to a total charge, deducting passage-money and freight received for the year 1844-45, of 93,147 *l.*

1632. What was the gross expense?—The net amount of passage-money received by the East India Company in 1844-45, was 23,543 *l.*, and the amount of freight 2,764 *l.*, which added to the 93,147 *l.* make it 119,454 *l.*

1633. Does that apply to the larger description of vessels, or the smaller description of vessels?—It is not stated in this Return, but it is the gross. In 1845-46 it seems that the receipts for passage-money were 21,577 *l.*, freight 2,706 *l.*, and the total charge, after having deducted those sums, 100,907 *l.*, to which the 50,000 *l.* is paid by the Crown. In 1846-47 it seems the net amount of passage-money was 25,718 *l.*

1634. The passage-money has increased?—Yes.

1635. Are you competent to say whether at that time there was a larger description of vessels employed, or whether the traffic had increased?—The traffic had increased, and likewise the vessels were larger; the amount of freight in that year was 2 623 *l.*, and the total charge, deducting the passage-money and freight, 105,131 *l.*

1636. *Mr. Mangles.*] What are those items of charge made up of?—From accounts that were called for from India; actually called for to meet that order of the House of Commons.

1637. Upon what items?—They are not printed here.

1638. *Sir J. W. Hogg.*] They only give the result?—The gross sum.

1639. *Sir W. Clay.*] Does that correspond with the fact?—They put it in this way; it comprises wages and allowances of officers, crews, engineers, &c. of steam vessels, victualling, coals, engine stores, and sea stores; calculated charge of 10 per cent. for repairs, five per cent. for depreciation, six per cent. for sea risk, four per cent. for interest, per annum, on cost of steam vessels employed; expenses defrayed in Egypt, including the salaries of agents in Egypt and Malta; all those are charges which go to form the gross charge. That makes a gross charge for those years of 119,454 *l.*, of 125,190 *l.*, and 133,472 *l.* respectively.

1640. *Mr. Willcox.*] In the charge for coals do you include the dépôt?—That is charged in the whole cost of the coal, put, as it were, upon the price of the coals; the dépôt is a part of the establishment.

1641. *Sir W. Clay.*] That is one voyage; one month each way?—Yes; between Bombay and Suez.

1642. *Chairman.*] Can you inform the Committee of the mileage between Suez and Bombay?—It is, I believe, near 76,000 miles in the year.

1643. Perhaps you know, or have in that Return, the cost per mile?—It is not stated.

1644. Are you able to furnish it?—It is a matter of calculation; it is not in that distinct shape now to enable me to answer the question.

1645. *Sir W. Clay.*] What is the difference of time between the different monsoons and length of the voyage, in respect to the monsoons?—They allow a difference of six or seven days in the south-west monsoon.

1646. That is going from Bombay?—Yes; in going to Bombay it makes no difference.

1647. In going from Bombay to Suez, the length of the voyage is increased six or seven days by the south-west monsoon?—Yes, in the height of it.

1648. How many months is that?—Four months.

1649. Which months?—May, June, July, and August.

1650. *Sir J. W. Hogg.*] It blows very violently, I believe?—Yes, very. With reference to the question about the amount per mile, I might state the annual distance, as here given in the paper I have, as between Bombay and Suez, at 72,000 miles, which in 1842 cost 101,196 *l.*; that gave 28 s. 1 d. per mile upon . . . that

that calculation of 72,000 miles; but that is an under-calculation of the distance; it is generally considered to be under-calculated there.

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1651. *Chairman.*] That would make it something less than 28 s. :—It would bring it to about 26 s., I think.

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1652. During the time those negotiations were going on, were there any offers made by any parties for conveying the mails at a cheaper rate?—There was an offer made to the East India Company, by the Peninsular and Oriental Company at that time, which was, in fact, the offer which gave rise to the whole discussion.

1653. The offer was originally made by the Peninsular and Oriental Company to the East India Company?—To conduct the whole service, including the Bombay and Suez line.

1654. Were there any offers made by any other parties?—During the time that that discussion was going on there was an offer made by the owners of the "India."

1655. Was that by a company or by private parties?—By private parties, I believe; I find it, however, stated in the correspondence that took place, that there were other parties willing to enter into contract, but the offer was not made exclusively to us: all parties were referred by the Court to the Admiralty.

1656. And the result of the negotiation was, the making of the contract was handed over by the East India Company to the Government, you paying a stipulated part of the price?—It was at the same time that the offer was made to the Court of Directors of the East India Company by the Peninsular and Oriental Steam Company that it appears an offer was likewise made to some branch of Her Majesty's Government; because there was a correspondence upon that offer with the president of the Board of Commissioners, showing that the subject was under the consideration of Her Majesty's Government.

1657. That offer being by another party, and not the Peninsular Company?—By the Peninsular Company.

1658. They were offering to both parties?—Yes.

1659. But not knowing, I suppose, whether the East India Company or the Government would have the management of it?—I cannot say that; I do not know; there was a great deal of time occupied before any answer was given by the Court of Directors to the Peninsular and Oriental Company; and during that time I believe a communication was made by the Peninsular Company to the Board of Commissioners.

1660. Are you in a position to inform the Committee of the mileage between Suez and Calcutta?—Under this contract it is 20 s. per mile; it is about 115,000 miles; it is a pound a mile.

1661. *Sir J. W. Hogg.*] Speaking of a pound a mile, you limit your answer to the mileage between Suez, Madras, and Bengal?—As the vessels go; following the vessels throughout the whole voyage there and back.

1662. *Chairman.*] Now from Ceylon to China?—That is about 72,000 miles, and makes 12 s. a mile; and those sums respectively are the sums that are put into the contracts to remunerate the East India Company in the event of any of their vessels being called on to perform the service from accident to the Peninsular Company's vessels.

1663. *Mr. Cowper.*] What number of miles did you take in your estimate of the mileage rate as belonging to the Calcutta line?—One hundred and fifteen thousand and two hundred miles, or something like that, they calculate in some instances: it varies a great deal; it is stated at different times, in different ways, but in the contract itself it states, that if any of the East India Company's vessels be employed they shall be paid for at 20 s. and 12 s. a mile.

1664. *Chairman.*] I understood you to state before, that, in your judgment, there was a larger amount of passenger traffic from Calcutta to Suez than there is upon the branch from Ceylon to China?—Yes.

1665. So that, in fact, the largest pay is given for that branch of the service where there is the greatest return from passenger traffic?—That is used as a trunk line, for the assistance of the other as far as Ceylon; that I believe to be the reason; that is a guess on my own part. The China vessels are fewer and smaller.

1666. Still if that is stipulated in the way you have described in the case of India, the Company will require to perform the service by their vessels, and therefore be receiving a larger pay where there is a greater amount of passengers, and a smaller pay where there is a less amount of passengers; would not it be so?—It would have that effect, certainly.

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1667. Provided you were correct in the opinion you formed, as to the state of things in reference to passengers?—Perhaps it will be right to say that the ground I found that opinion upon was, that the India and Suez line must be considered to be an old established line of traffic for passengers; that from Ceylon to China was in the nature of an experiment.

1668. *Mr. Cowper.*] These 115,000*l.* was the rate paid; what are the number of miles for which that sum is paid?—We understand it to be very nearly the same in distance. I believe the hydrographical distances are stated to amount to 115,200 in the total.

1669. Do you think that 106,440 miles is the correct distance?—I am not competent to answer that question; it is purely hydrographical.

1670. *Mr. Willcox.*] If you refer to the contract, it does not state that is the mileage rate, 20*s.*, but that is what is to be allowed?—I have reason to believe it was put so as the mileage rate, because in the correspondence it was stipulated that we should be paid the whole expense; and therefore in making out the contract they put it so, and we had reason to suppose it was accounted a mileage rate.

1671. It might be only an approximation?—We had not the details of the contract; it is impossible for me to answer the question so distinctly as might be satisfactory to the Committee.

1672. *Sir J. Hogg.*] Will you read the part of the contract upon which you found the opinion which you have expressed?—"That in the event of any accident occurring to the hull or machinery of one or more of the said contract vessels, arising from circumstances over which the contractors and their servants had not, and could not have had any control, and that in consequence thereof the mails should be carried on, or conveyed by any of Her Majesty's or of the East India Company's vessels, a deduction or abatement is to be made from the contract service money, at the rate of 20*s.* per nautical mile, if on the line between Calcutta and Suez, and 12*s.* per mile if on the line between Hong Kong and Ceylon, for the distance which the mails may have been so conveyed, such distance to be ascertained and determined by the hydrographer of the said Commissioners; or such amount shall be recoverable as a debt due to her Majesty, with full costs of suit."

1673. *Chairman.*] Then, in point of fact, if the distance turned out to be less than you have stated, say 106,000 instead of 115,000, the price would be more favourable to the Company; it would be a guinea a mile instead of a pound that they would receive?—Here it is fixed by a certain sum; it would be for us or Her Majesty's Government to prove the number of miles run.

1674. My former questions led to this, that in point of fact, the Company were receiving a higher pay; you put it at 20*s.* a mile upon that portion of the line that afforded the greatest remuneration by passenger traffic; if, as was suggested by a Member of the Committee, the distance were only 106,000 instead of 115,000 miles, they would be still receiving a higher pay in proportion?—Certainly; but it is fixed in the contract at a total sum per annum.

1675. That is in case of breach?—The sum that is fixed in the contract is so much a year, for which they are to do certain service, and this is merely a reservation in case of accidents; then the parties who step in and perform the work for the contractors are to be remunerated. I find in the examination of the distances from place to place, that different persons give different distances.

1676. *Mr. Willcox.*] Under that clause have you ever had to apply to the Peninsular and Oriental Company for that payment, or any payment?—No.

1677. *Chairman.*] I think the Committee understood you to say before that any failure had not come to your knowledge; it would come naturally to the knowledge of the Admiralty, through the report of their own officer?—Yes, it would come to the knowledge of the Admiralty through the report of their agent, on board the vessel; he is responsible for the proper working of the vessel.

1678. *Sir J. Hogg.*] If our servants, whether civil or military, had experienced any serious detention from the failure of the arrival of a steamer, would not they have represented it, and would not the Government have heard of it?—They would have represented it, and the Government would have heard of it, I should think.

1679. If it had been frequent or serious?—Yes.

1680. *Chairman.*] In your position in the East India House, are you able to speak

1680. speak to any specific difficulties there may be in the navigation from Suez to Calcutta?—There are difficulties in the navigation of the Red Sea at certain seasons of the year; and at all seasons at the upper part of the Red Sea it is considered to be dangerous. I know that to be the fact: there are shallows and coral rocks that are very dangerous in certain parts to large vessels.

1681. Is the navigation from Suez to Calcutta more or less dangerous than it would be from Ceylon to China?—I cannot answer that question.

1682. Sir J. W. Hogg.] The steamers between Ceylon and China are much smaller than those between Suez and Calcutta?—They are.

1683. And of less horse power?—And of less horse power.

1684. Mr. Willcox.] Speaking of the navigation of the Red Sea between Bombay and Suez, have the East India Company lost any vessels in those seas you are alluding to as being of dangerous navigation?—The company have lost vessels in the Red Sea; sailing vessels, not steamers.

1685. Chairman.] Is it within your knowledge to give the Committee any information with respect to the conveyance of passengers upon those lines, as to the complaints that have been made by the passengers, either of being overcrowded or otherwise?—There were complaints before this contract was entered into, that the vessels were incompetent to carry the large number of passengers that were about to go; but the reason of those complaints was, that the East India Company had but one vessel, and that a comparatively small vessel, running monthly from Bombay to Suez, and all the passengers from India or to India that were desirous of travelling by the steam route must go by the way of Bombay, and then there was a crowd at Bombay to obtain a passage. That was understood as one of the reasons for the great cry for the direct communication to Madras and to Calcutta.

1686. I meant since this new system had been carried on. Since this contract has been performed, of which we have been speaking; of that for which the 160,000 £. is the price, has there been any complaint that you are aware of?—I am not cognizant of any complaint having been made since then.

1687. Would it be likely for you to know if it were the case?—Not officially, except with regard to any vessel of our own.

1688. But with regard to the general contract service, you do not know whether there are complaints or not?—No.

1689. Mr. Willcox.] Can you produce a letter of the 16th of February 1841, from the Peninsular and Oriental Company to your Company?—I can. (*The same was delivered in.*)

Vide Appendix
(C.)

1690. Can you also produce a copy of the Company's letter in reply?—Yes, of the date of the 19th March 1841. (*The same was delivered in.*)

Vide Appendix
(D.)

1691. Do you also produce the answer of the Peninsular and Oriental Company to that letter, of the 13th of April?—Yes; there is a letter which bears no date, but we presume it was sent in about the 13th of April. (*The same was delivered in.*)

Vide Appendix
(E.)

1692. Then there is the East India Company's answer to that letter, of the 19th of April; can you deliver that in?—Yes. (*The same was delivered in.*)

Vide Appendix
(F.)

Veneris, 29^a die Junii, 1849.

MEMBERS PRESENT.

Mr. Fitz Roy.
Mr. Brown.
Mr. Willcox.
Mr. Cowper.

Mr. Cardwell.
Sir W. Clay.
Mr. Childers.

J. W. HENLEY, Esq., IN THE CHAIR.

Thomas Crofton Croker, Esq. called in; and further Examined.

1693. Chairman.] YOU were to obtain information with respect to any breaches or alleged breaches of the contracts?—Yes. T. C. Croker, Esq.

1694. Have you made any search or inquiry upon that subject?—Yes.

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1695. What has been the result?—This is a memorandum of the penalties enforced for breaches of contracts.

1696. Upon what line?—Upon all lines.

1697. In that memorandum what do you find of any breaches of contract upon the service between England and Alexandria?—None in the service between England and Alexandria.

1698. Do you find any in the service between England and the Peninsula?—None in the service between England and the Peninsula.

1699. Do you find any in the service between Suez, Ceylon, and Calcutta?—None whatever.

1700. Do you find any in the service between Ceylon and China?—None.

1701. Were there any complaints made to the Admiralty with reference to any misfeasance or nonfeasance in the performance of the service between Ceylon and China?—I have here copies of a correspondence relating to the alleged irregularities in the performance of the contract for the India and China mails.

1702. Can you state shortly the substance of that?—I cannot, for I have not read it; it has been furnished to me at the Admiralty. I can put in the correspondence if it be desired.

1703. Between what parties did the correspondence take place?—The Treasury transmitted to the Secretary of the Admiralty a communication from Mr. Waghorn with reference to the manner in which the contract of the Peninsular and Oriental Company, for the conveyance of the mails on the other side of the Isthmus of Suez, had been performed. The Admiralty Report upon this complaint is enclosed: it states that the allegations by Lieutenant Waghorn of a breach of contract on the part of the Peninsular and Oriental Company have been investigated, and the Admiralty "find that he is correct in his statement of the delay that occurred in the voyage of the 'Pekin' contract steamer from Hong Kong from the 24th June to 25th July 1847; but that from a correspondence that took place at the time, and of which the following is a précis, the delay does not appear to have arisen from any wilful or blamable neglect on the part of the contractors. On the 2d of October 1847 Sir John Sinclair forwarded an extract of a letter from Lieutenant Bellairs, the Admiralty agent on board during the voyage, in which he states, 'she is so extremely light in the water that her floats have not sufficient hold, and by the time that she arrives at the end of her voyage her wheels are flying round with great velocity, and she is scarcely going through the water.' The minute upon this was, 'Send copy of this report to the company.' On the 5th of October 1847 the General Post Office enclosed copy of a report from the packet agent at Ceylon, representing the circumstances under which the 'Pekin' did not arrive at Point de Galle until six days after the departure of the 'Haddington'; in which the packet agent states that the delay was owing to the foul state of her bottom and insufficiency of ballast. The minute was read. On the 9th of October the Peninsular and Oriental Company reply in explanation of the circumstances, stating that owing to the inability of the builders of the 'Pottinger' and 'Pekin' to fulfil their contracts in point of time, arising in a great measure from the then heavy demands for Her Majesty's service, these vessels could not reach their station at Point de Galle until the 'Braganza' and the 'Lady Mary Wood' required docking and repairing; and consequently, pending this work at Bombay, the 'Pottinger' and 'Pekin' had not time to have their bottoms cleaned before proceeding to China. The company further state that the 'Pekin' will be sent to Bombay to be docked and bottom cleaned; that the running short of coals was owing to the illness of her commander, and therefore she had not received a sufficient quantity at Hong Kong, but that the company, not satisfied with this explanation, had directed a full investigation of the matter to be made; stating, as a proof of her capabilities, that she steamed from Gibraltar to St. Helena with a heavy and steady south-east trade wind in 17 days, and with the same wind thence to the Cape in nine days. The minute upon that was, 'Read.' On the 26th October 1847, Sir J. Sinclair forwarded a letter from Lieut. Bellairs, Admiralty agent, stating that although experiments had been tried, by bringing the 'Pekin' well down in the water, altering her trim with extra coals, &c., still no favourable result had been produced with respect to her speed; but at the same time he expresses himself satisfied, that after having her bottom cleaned the result will be different. The minute was read. With respect to the

second

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second allegation of Lieutenant Waghorn, that the company have not provided the number of vessels required by their contracts, he appears to be under a mistake, for the following are the steam vessels reported to the Board of Admiralty to be employed in the India and China Seas, one however being at this moment in England for repairs: The 'Precursor,' 520-horse power, 1,733 tons; the 'Bentinck,' 520-horse power, 1,800 tons; the 'Hindustan,' 486-horse power, 1,676 tons, at present in England for repairs; 'Haddington,' 442-horse power, 1,300 tons, doing the 'Hindustan' service; the 'Pekin,' 415-horse power, 1,003 tons; the 'Pottinger,' 444-horse power, 1,225 tons; the 'Braganza,' 300-horse power, 638 tons; the 'Lady Mary Wood,' 270-horse power, 650 tons. Thus it appears that the Company have three steamers of not less than 486-horse power, and the 'Haddington,' of more than 250-horse power, also the 'Pekin' and 'Pottinger,' of more than 400-horse power; and the 'Braganza,' of more than 250, for a reserve for the China service; in addition to which they have the 'Lady Mary Wood,' so that instead of no reserve, they have two reserve vessels. The third allegation is that the Company continued the employment of two vessels of 300 and of 250 horse power until the 29th of May 1847, whereas they ought by the contract to have substituted new large vessels from the 1st of May 1846. The delay arose from the 'Pekin' and 'Pottinger' not having been finished and out of the builder's hands as soon as had been promised to the Company, and was undoubtedly a breach of the terms of the contract; but it is one that is so unavoidable on the part of the company, as the experience of those who order ships to be built too often shows, that my Lords do not consider that it is one which calls for the enforcement of the penalty for which my Lords might possibly be entitled to sue; more particularly as my Lords have reason to be highly satisfied with the energy and punctuality with which the Peninsular and Oriental Steam Navigation Company have discharged the difficult task entrusted to them."

1704. What is the date of Lieutenant Waghorn's complaint?—The 18th of October 1847.

1705. Is there any complaint subsequent to that?—There have been complaints.

1706. Are you in a condition to speak as to them?—No, I am not.

1707. Who will be the party to speak to that?—Mr. Worth.

1708. You cannot speak to any communications made to the Admiralty through Admiral Collier?—No.

1709. Have you any other matters of complaint or alleged breach of contract besides that you have read?—I have got a complaint in 1847 of the irregularities of the packets between Southampton and Malta; a letter from the Treasury and Foreign Office, and the reply of the Admiralty.

1710. Then when I asked you if there were any complaints of the service between England and Alexandria, you answered "No," that is not so?—I cannot speak to what occurred in 1847.

1711. Was it decided to be a breach of contract or not?—No; it does not appear in this list, therefore it must have been decided not to have been so.

1712. It is the correspondence with reference to some complaint made, but which has not been considered to be a breach of the contract?—It has not been considered to be a breach of the contract.

1713. Have you any statements with regard to any other complaints?—I have got a memorandum, as before stated, of penalties enforced for breaches of contract; all the breaches of contract upon record in the Accountant-general's department.

1714. Do you find among them any affecting the lines upon which we are now inquiring?—Yes.

1715. State them?—I find that by the Board Minute of the 1st of January 1841, 1,000*l.* penalty was inflicted upon the Peninsular and Oriental Company for four breaches of contract in not having had a vessel ready to convey the mails between Malta and the Ionian Islands and Greece. There is a comment upon this, that no specific amount of penalty was fixed by the contract.

1716. Was that penalty paid?—That penalty appears to have been paid.

1717. Now go to the next, if you please, if you have any others?—There is no other upon the lines we are now speaking of.

1718. Does the paper you have in your hand state the nature of the breach of

T. C. Croker, Esq. of contract further than you have read to the Committee:—I have the correspondence upon the subject here. It is voluminous.

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1719. Can you state generally what the nature of the breach was?—The Peninsular and Oriental Steam Navigation Company were informed “That the four breaches of contract noticed by their Lordships are, first and second, with reference to the letter from their Secretary of the 31st of August last, by which the contractors were required to have a vessel ready at Malta for the conveyance of mails for the Ionian Islands and Greece on the 15th of September. As the contract vessel did not arrive at Malta until the 14th of October, and as the communication was to be fortnightly, two breaches of contract consequently took place. Third, on the 14th of October the mails were not conveyed by the contract vessel from Malta to the Ionian Islands and Greece, Her Majesty’s ship ‘*Megara*’ having performed the service. Fourth, the second mail of the month of November was not conveyed by the contract vessel, but by a Government steamer.”

1720. Then the breach was the absence of having a vessel to do the service contracted to be done?—It was.

1721. I think you have said you had no other breaches with reference to that company upon that line before the Committee now?—None other.

1722. *Mr. Brown.* Have you anything to show whether it arose from accident or negligence?—The cause I happen to know was from one vessel not being able to perform the service the contractor had undertaken.

1723. Was her power too small?—Her power was too small, and the service was too extended.

1724. *Chairman.* She could not get backwards and forwards in sufficient time?—She could not get backwards and forwards in sufficient time.

1725. Therefore gaps occurred which had to be filled up by vessels of the Queen?—Yes.

1726. And for that matter a penalty of 250*l.* for each breach was imposed?—Yes; which, as there was no clause in the contract, I believe was estimated as what might be the cost to the Government for performing the service.

1727. *Mr. Willcox.* Did not it arise from the circumstance that the work required could not possibly be done by one vessel?—The extended work could not be done by one vessel.

1728. Was not the whole branch of the Corfu and Malta a condition brought into the contract after the tenders were accepted?—No.

1729. A concession on the part of the Peninsular and Oriental Company to do it at all?—Yes, in the extended sense.

1730. *Chairman.* A sort of rider upon the original contract?—It was omitted when the tenders were put out for the service; the omission was discovered by Government, and they forced it upon the contractors.

1731. *Mr. Brown.* Was that at the early part of the contract, before they were able to provide sufficient vessels; that is, having an extra duty forced upon them at the early part of the contract, they might not have the necessary vessels in readiness, but if it was in the subsequent part of the contract they might have had suitable vessels ready?—It must have been in the early part of the contract, for the service was afterwards given up.

1732. *Mr. Willcox.* The service was given up, and an abatement was made in proportion?—An abatement was made in proportion; I have already stated the sum.

1733. Then there was no additional sum asked for performing that service from what was asked in the original tender?—There was not.

1734. *Chairman.* Can you speak to-day, or will Mr. Worth give the Committee information respecting the modification or alteration of the terms of the contract of 1848-9, that we were not able to get last time we met?—I have got a memorandum here which has been furnished to me in the Admiralty, that will, I believe, enable me to speak to it. It is a memorandum on the renewal, in 1848, of the Alexandria contract with the Peninsular and Oriental Company: “On the 6th of January 1848 the Admiralty gave notice for the termination of the contract for the conveyance of the mail between England and Alexandria, without any previous communication on the subject from the Peninsular and Oriental Company; and not on account of anything they had done, but simply because it was considered that the time had arrived for a diminution of the payment made by the public for this service. It was evident that the receipts

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of the line must have increased since the commencement of the contract in 1840, without any corresponding increase of expenditure; and that therefore the contribution which it was right for the Government to make towards establishing the line, and keeping it up during the period contracted for, might fairly be reduced at the end of 8½ years. The Admiralty however had no means of ascertaining what the increase of receipts had been; they had no information of the number of passengers using the mail packets to and from Alexandria, nor of the amount of merchandize carried, and though estimates of these had been made they did not proceed from data sufficiently accurate to be relied on. The difficulty of making an accurate estimate of the receipts which ought to accrue on this line was enhanced by the difference of opinion existing as to the proper rates of fares and freights that ought to be maintained. The accounts of the Peninsular and Oriental Company do not separate the receipts and expenditure of the different lines on which they employ packets, but merge them all under general heads."

1735. Those are the accounts which you allude to, of the Peninsular and Oriental Steam Company?—I have got a paper to put in upon that: "A basis of calculation, however, appeared to be supplied by the experience of other mail lines, and by a consideration of how far those which were paid at a cheaper rate were in circumstances analogous to these. There were then three lines paid at a mileage rate of 4 s. 6 d. Upon two of them, the Pacific, and the Lisbon and Gibraltar or Peninsular line, the vessels required by the contract were much smaller; but though small vessels cost less, they also earn less than large ones, and there was no reason for supposing that the size of the vessels required by the Alexandria contract was more than the passenger traffic required. Besides which, the size of the packets was immaterial to those who had to contract for the mails, since speed (to which alone they are required to look) depends more on the proportion between horse power and tonnage, than upon the absolute amount of the former; and if the contractors had desired to diminish the size, they would not have met with any refusal on the part of the Admiralty, provided the vessels were qualified to maintain the proper rate of speed. But the conveyance of the Bombay mails furnished a closer precedent; they were carried by the same company for 4 s. 6 d. a mile. It was true that the company had consented to this low rate with reluctance, after much negotiation, and a pertinacious refusal by the Government of their previous proposals; and they had consented to it only as a temporary arrangement terminable at three months' notice, and not embodied in the formalities of a contract; as an experiment, however, they do not appear to have been discontented with it; they made no representations of insufficiency of payments; and it was terminated not by them, but by the Government."

1736. What date was that Bombay arrangement which you are speaking of?—It must be an agreement which existed for three years with the company, from May 1845 till the time when the contract was closed. "When the advertisement of April 1848 had failed in obtaining any tenders which the Admiralty thought reasonable, they proposed to the Peninsular and Oriental Company to continue the contract for four years, at a mileage rate of 4 s. 6 d. instead of 8 s. 0½ d., the rate then paid. This was declined, and it was urged on behalf of the Peninsular and Oriental Company, that the cost of the Bombay line was not a fair criterion for the other, because it could be advantageously combined with the Black Sea voyages, the mails being dropped by the vessels, on their way to and from Constantinople, at Malta, whence they were conveyed to Alexandria in a vessel of only 180-horse power, that being sufficient for the smaller number of passengers and the little baggage passing by that line. The company signified their willingness to reduce the amount mentioned in their tender by 3,500 l., and to take 24,000 l. a year for the first year, and payments diminishing by 500 l. for every subsequent year. This, on the average of four years, would give a mileage rate of 6 s. 6½ d. It is possible that by further representations they might have seen cause for accepting a mileage rate nearer to the one proposed by the Government; but the India and Australia Company having sent in additional offers lower than this, as well as lower than their own tender, it was thought right to issue another public advertisement, and to afford to all parties the opportunity of another general competition. The same parties, and the same parties only, tendered; the tender of the Peninsular and Oriental Company being 750 l. lower than

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their tender of May, and that of the India and Australia lower by 9,200 *l*. There were good reasons for doubting whether the latter company could obtain capital enough for the due performance of the service they offered to undertake; yet as their tender was so much lower than the other, it was thought right to give them every facility for entering into a contract that would be consistent with the proper degree of security that the great line of mail communication with India and China would be regularly and efficiently maintained. On the 8th of November 1848, therefore, they were informed in a letter from the Secretary of the Admiralty, that 'the Lords Commissioners of the Admiralty were prepared to treat with them on the basis of their tender;' and as the secretary of the company had spontaneously offered to satisfy the Admiralty of the full competence of this company to undertake the service, it was explained to him that the signing of the contract was contingent upon his doing so to the entire satisfaction of the Admiralty. When he completely failed in doing so, and there was no time left for further advertisements or negotiations, the Admiralty, with the sanction of the Treasury, agreed with the Peninsular and Oriental Company for the terms contained in the present contract, viz. 24,000 *l*. for the first year; the contract being made terminable at the same date (1st January 1853) as the remaining portion of the line beyond the Isthmus of Suez. So that when the time arrives for the reconsideration of these lines, they may be dealt with together, and kept in the same hands, if that should still be thought desirable.'

1737. When you have alluded in reading that paper to the Bombay line that is performed by the India Company, you meant the Bombay line on this side of the Peninsula?—I meant the time performed by the Peninsular and Oriental Company.

1738. Mr. Willcox.] The line that went from Southampton to Constantinople, leaving the mails at Malta on the 3d of the month, was not that it?—The mails were left by large vessels at Malta, and carried on to Alexandria by smaller ones.

1739. Chairman.] Is it within your knowledge whether the smaller vessels that carried on that communication were sufficient for the number of passengers and the traffic that wanted to go; do you know anything about that?—I do not; but I should suppose they were.

1740. Are there Admiralty agents on board of those vessels?—On board all the contract vessels there are Admiralty agents.

1741. In each of them?—In each of the mail vessels there is an Admiralty agent.

1742. Then there would be no difficulty in the Admiralty ascertaining from their own agents whether the vessels were full of passengers or not full of passengers?—Certainly not, the Admiralty agent, if directed, could report whether the vessels were full of passengers or not, so far as his line of duty extended.

1743. They could also report whether, speaking generally, they carried a full cargo or not?—Certainly they could.

1744. Because that statement you have just been reading speaks as if the Admiralty were without the means of ascertaining correctly what the traffic was?—The Admiralty could obtain the information from their agents; but whether the Admiralty ought to do so is another question.

1745. It is a simple fact whether the vessels ordinarily were full of passengers or empty?—The Admiralty agent could state that.

1746. I suppose that those companies, like all others, have a public tariff of their fares; so that the fact of their being full or empty of passengers, and the known tariff of their fares, would allow of a simple calculation being made of the probable receipts of the voyage?—Not of the probable receipts of the voyage, because the Admiralty agent has no means of knowing what the charge for the freight of goods is.

1747. Confine your answer to passengers?—Of course if the number of passengers was known to the Admiralty, and the rates of fare were known, what the receipts by the passenger traffic might be could be easily ascertained.

1748. It would not be a difficult matter to make an estimate?—Certainly not.

1749. The tonnage of a large vessel of that kind is known among mercantile men, and what quantity of goods she will carry when full?—But those vessels

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do not carry goods alone; they carry passengers, who occupy a large proportion of the tonnage.

1750. Passengers we have done with. Mercantile men know pretty well what quantity of goods a vessel of that kind will carry in addition to the passengers?—But the Admiralty are not mercantile men.

1751. But the Admiralty have the fact of the officer on board who could give them certain information whether or not the vessels ordinarily carried a full cargo of goods, or did not carry a full cargo?—Yes.

1752. Mr. Brown.] Are you not aware that it does not depend upon what the capacity of the vessel to carry goods is, but that there are different rates of freight; are you not aware that the rate upon one description of goods is 40 s. and another 15 s.; so that it not only depends upon the quantity of goods conveyed, but upon the description of goods which she can carry, and the difference of freights paid for them?—I cannot answer that question. I know nothing about the value of freight.

1753. Mr. FitzRoy.] You are aware of the instructions given to the Admiralty agents?—Yes.

1754. Is it any part of their duty to take note of the amount of cargo, or the number of passengers on the different trips?—No.

1755. Chairman.] Without that being actually part of their instructions they could very easily have furnished general information to the Admiralty whether the trade upon the lines that they were employed upon afforded a full cargo of passengers and goods, or whether it was, ordinarily speaking, defective?—If desired they could of course give the best information in their power.

1756. It would be impossible for a person to be on board a vessel without knowing the fact one way or the other?—I should think so.

1757. And that would afford a basis for the calculation, not certainly of an accurate return, but a probable return of what the passenger money would be?—Yes.

1758. Mr. Willcox.] Although the Admiralty agent may ascertain whether the ship be full or not, would that enable him to ascertain what the freight would amount to, or would it be a guess on his part?—I should certainly say, from what I have heard in this room, it would be a guess on his part.

1759. Chairman.] The rate of freight might be ascertained by general mercantile inquiry?—Yes.

1760. All that he could speak to would be, the fact that the vessel ordinarily was full of passengers, or not ordinarily full; that she ordinarily carried a full cargo, or she did not carry a full cargo?—Yes, exactly so.

1761. That he might speak of as a general matter coming under his eye, and which he could not help knowing in fact?—If desired to do so, no doubt he would.

1762. Mr. FitzRoy.] Are there several classes of passengers called Government passengers carried at a lower charge?—There is a class called Government passengers taken lower.

1763. Suppose a certain number of them to be in a vessel, would the Admiralty agent have an opportunity of distinguishing how many passengers there were about the vessel who were under that class, and how many under the class of full-pay passengers?—No.

1764. Not without he received directions in the first instance?—No.

1765. Chairman.] I think you have stated, according to your information from the Admiralty, that no communication passed on behalf of the company before the Government gave them notice to discontinue the contract, near the latter part of 1847, or the beginning of 1848?—I have already stated that, in the paper which I have read.

1766. You merely know that from the paper that has been put into your hand, but not of your own knowledge?—I merely know it from the document that has been furnished to me.

1767. Who gave you that paper?—The superintending Lord.

1768. Not Mr. Worth?—Not Mr. Worth.

1769. Have you had any communication with Mr. Worth?—No.

1770. You told the Committee at the time of your last examination that Mr. Worth would be the party to speak to the fact?—I have no doubt he can speak to it.

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1771. Mr. Cowper.] At the last meeting of the Committee you put in a report made by Captain Ellice and Mr. Bond, upon the accounts of the Peninsular and Oriental Company; have you to-day got the tables that were appended to that report?—I have.

1772. And you have also some memorandums made in the office upon the subject; do you propose to put them in with the tables?—Yes. (*The same were delivered in.*)

Vide Appendix.

1773. Chairman.] You were unable when you were last under examination to give us some information with respect to the contract of 1840; have you got any further information upon it to-day?—I have not, it has not been furnished to me.

1774. You were unable, I think, to inform the Committee as to the competition?—I gave in three of the tenders, but there was a fourth from the Peninsular and Oriental Company; that has not yet been found; search is making for it.

1775. I think you said that the comptroller of the Contract Office was the party who could give further information upon that subject?—He I believe could furnish an abstract of all the tenders; that may answer the purpose, if there is any difficulty in recovering the original document.

1776. Will you make further inquiry to get the particulars of that contract which you were unable to supply before; that if the Committee should require you to come again before them, for that or any other purpose, you may be able to supply it to the Committee?—Yes.

1777. You will be so good as to get the full particulars of the contract of 1840; the same particulars that we have required of all the other contracts, if you please?—I will do so.

1778. With respect to that list of particulars as to the contracts you have given in, you will be so good as to get information upon those subjects, to fill up the gap that still stands in the evidence with respect to that contract of 1840?—Yes.

1779. And you will be prepared probably, at the same time, to give evidence with reference to the different contracts that have been made from China?—Yes.

1780. Which you said to-day you were not fully prepared upon?—Yes.

1781. What paper is that you have in your hand?—The distance in miles between Suez and Aden, Aden and Point de Galle, Point de Galle and Madras, Madras and Calcutta.

1782. State them respectively, will you?—The distance between Suez and Aden is 1,300 geographical or sea miles; between Aden and Point de Galle, 2,020; between Point de Galle and Madras, 520; between Madras and Calcutta, 760 miles; which makes 4,600 miles, and multiplied by 24, that makes 110,400 miles; which, at the old rate of 115,000*l.*, makes 1*l.* 0*s.* 10*d.* per geographical mile.

1783. You multiply by 24, because there are 12 trips each way?—There are 12 trips each way. Then on the China line, between Point de Galle and Penang, the distance is 1,220 miles; between Penang and Singapore, 330 miles; between Singapore and Hong Kong, 1,440 miles; making 2,990 miles, that multiplied by 24 gives 71,760 miles; the contract payment is 45,000*l.* which is at the rate of 12*s.* 6½*d.* per mile.

1784. By whom are those distances given?—By the Hydrographer of the Admiralty.

1785. Mr. Willcox.] I have had those distances given to me differently to what you have stated them. I have the distance from Suez to Aden stated at 1,350 miles, it is given by you in round numbers at 1,300; from Aden to Point de Galle I have it 2,150, you make it 2,020; from Point de Galle to Madras I have it 540, you make it 520; and I have it 730 from Madras to Calcutta, whilst you state it at 760; making a difference altogether of about 370 miles. I had those figures given to me from the Admiralty at the time, in order to ascertain the distance. Then from Point de Galle to Penang I have the distance stated at 1,200 miles, and you now give it at 1,220; Penang from Singapore I have it 380, and you now state it at 330; from Singapore to Hong Kong I have it 1,440, the same as you make it now, 1,440 miles?—I had occasion to look into several papers in which I found the distances differently stated, which made me go to the Hydrographer of the Admiralty and

and request that he would calculate them himself. I have now got his calculations in his own handwriting before me, and he is the proper authority; your calculations perhaps may have been hastily furnished by the Hydrographical Office.

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1786. Mr. Cowper.] Can you state whether this calculation is made according to the course of a steamer, or measured across the chart?—I cannot.

1787. Are there not several ways of calculating distances, and is not it therefore probable that those figures have been arrived at on different modes of measurement?—I should suppose they were; everybody must know what circular sailing means.

1788. Mr. Willcox.] Did you ever know two nautical men, in giving any distances, agree exactly?—I have got evidence before me to show that they do not agree.

1789. Chairman.] Have you any other paper you wish to put in?—Some questions were asked respecting the mode in which breaches of contract were reported. I have got here the last reports from Liverpool and Southampton, to show how they are reported. (*The same were handed in.*)

Vide Appendix.

1790. You have stated already that reports are made by the Admiralty agents of breaches of contract?—Yes; and the superintending officer again reports that no breaches of contract have occurred, or that breaches of contract have occurred.

1791. Are there any other penalties inflicted upon any of the other lines of steamers; any of those to which our inquiry has hitherto extended?—None.

Andrew Henderson, Esq., called in; and Examined.

1792. Chairman.] WHAT is your profession?—I am a Seaman.

1793. You have given a great deal of attention to the subject of steam communication with India?—I have been connected with it ever since 1828.

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1794. You are aware, between the years 1840 and 1843 and 1844, various communications were making with the different public Boards to carry out a more extended system of steam communication?—Yes, I am.

1795. Were you aware that somewhere about the years 1844 or 1845 the determination of that matter was handed over from the India Board to the Admiralty?—I was aware of that in 1844; somewhere about May 1844.

1796. You had, I believe, previously to that been in communication with the authorities at the India House and the Board of Control, and other public departments, upon the subject of the communication?—My first connexion with it was before a Committee of the House of Commons in 1837.

1797. And from 1837, up to the period of 1844, which you have just spoken of, you have been making communications to, and in communication with, the various public departments?—Yes; and also practically establishing steam communication between Suez and Calcutta.

1798. When you found that the matter was handed over to the Admiralty, did you make any communication to the Admiralty with reference to the communications that were then about to be established?—The very next day I sent in a tender to the Admiralty, which I can adduce in evidence.

1799. What was the purport of the tender you then sent in to the Admiralty?—I will state it.

1800. Mr. FitzRoy.] In what year was that?—1844.

1801. Chairman.] No public advertisement had been put out, I believe, at that time for tenders for that particular service?—No public tender, but it was publicly known it was in contemplation. Perhaps I may state, that at the commencement of it there was no public tender advertised for, but there was a proposition of the Peninsular and Oriental Company before the Government and before the East India Company, to my certain knowledge, for a transfer of the communication between Bombay and Suez to their company, and a withdrawal of half the communication between Bengal and Suez. That was the proposition; that as the Peninsular Company were now bound to convey the mail between Suez and Calcutta for 20,000 *l.*, the monthly communication, they proposed that instead of that they should be paid 80,000 *l.* a year for the mail between Bombay and Suez, and that six times during the year a vessel should go from Bombay to Calcutta.

1802. So that they would have established a monthly communication between Suez and Bombay, and a two-monthly communication from Bombay to Calcutta?—

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1803. The 20,000 *l.* you have alluded to was the sum of money paid by the India Company as a kind of bonus to the parties who first established the steam communication, was not it?—No, I should not say that was the case; it was the result of long negotiations that originated in a nominal junction between the Peninsular Company and the London party, if I may so call them, the body of the East Indian Steam Navigation Company, which was originated as far back as 1839.

1804. But whatever character might belong to it, the 20,000 *l.* you spoke of was the sum that was paid by the India Company to some party who performed the service that they had specified?—Yes, but it requires some little explanation to show how that came about. It was given in the first instance in consequence of a representation that an amalgamation had taken place, and that the interests of the two existing India steamers, the "Precursor" and the "India," would be united with that of the people who had proposed to undertake the service. This was by means of a deputation to the India House, about January or February 1841.

1805. That is your opinion of what led the India Board to give that sum of money?—Yes, I know it is. I must explain that, if you please, a little further. As I observed, it commenced with the Committee of 1837, who recommended "That inasmuch as in the opinion of the witnesses who have appeared before your Committee, a direct communication by steam from the Red Sea to Ceylon, Bengal, and Madras, would be practicable in all seasons of the year by the employment of vessels of adequate tonnage and power; and as under judicious arrangements such extended establishments would appear to offer a prospect of an adequate return for the increased outlay, by the conveyance of passengers and some valuable articles of merchandize, which cannot be expected with the limited communication with Bombay alone; your Committee feel bound to recommend a continued zealous attention to the subject, on the part of Her Majesty's Government and the East India Company. But strongly as your Committee are impressed with the advantages, political, commercial, and personal, which would arise from the more extended system of communication, they would earnestly deprecate any interruption of the valuable arrangements now in progress, with which it appears to them from the evidence adduced to be perfectly compatible." I mention that because that is the hinge upon which the whole of the matter turns.

1806. Who were the parties who in 1844 were in the receipt of that 20,000 *l.*?—The Peninsular Company.

1807. Do you know upon what terms it was that they received that 20,000 *l.*?—It will still be necessary to go back a little to show the connexion between the Peninsular Company and the Indian Company, because that was the deputation that attended upon the India Board, and they assured them there was a chance of their amalgamating their interests, and upon that ground that sum was given to them, as they were supposed to unite their interest together.

1808. Whether that supposition were right or wrong, the Peninsular Company were in possession and the receipt of the 20,000 *l.* in 1844?—Yes, but that was an engagement undertaken in 1841.

1809. They made an engagement in 1841, or an understanding in 1841, to do something, in consequence of which they received the sum of 20,000 *l.* a year?—Yes.

1810. That is so?—I can give you the particulars of it.

1811. Do you know of your own knowledge what they were to do for this 20,000 *l.*?—The shortest way will be to allow me to state three or four passages; it is simply this: Encouraged by this Report of the Committee of the House of Commons in 1837, the Indian community and their connexions in this country induced the appointment of a Committee in which the late Lord William Bentinck took much interest. On the 19th of January 1839, they reported to a public meeting who resolved to form a company to carry out the measures recommended by the Committee of Parliament; four gentlemen, one a member of that Committee, were deputed and formed an influential Board of Directors of the East Indian Steam Company, towards which 134,000 *l.* was subscribed in India. On the 21st of February 1839, and I think the 13th

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of May, the directors proposed to the Honourable East India Company to undertake the conveyance of the mails between England and the Presidencies of India, if guaranteed 100,000 *l.* a year or 6 *s.* 6 *d.* a mile, to be reduced when the traffic increased so as to pay a dividend of 10 per cent. This was declined, and on the 14th of October 1839 the Honourable East India Company replied, "That to any well-devised measures, by which the established means of communication might be extended, the Court would be ready to afford due encouragement; but in the present state of circumstances, they are unwilling now to enter into any arrangements affecting the measures in progress, regarding the communication between Suez and Bombay." In 1839, the promoters of the East Indian Steam Company became divided into three parties, each with separate objects. The Calcutta or "Precursor" party confined their operations to the line between Calcutta and Suez; the comprehensive party, comprising residents in Bengal and Madras, and their connexions in this country, who wished to establish the communication throughout those Presidencies; and a third or London party, whose object was to obtain the management and patronage of steam communications in the East under Government contracts. In April 1840, the accompanying prospectus of the East Indian Steam Navigation Company was issued under the direction of the influential gentlemen stated in the margin,* proposing to dispatch the largest steam vessel procurable, to be employed between Calcutta and Suez; to carry out a monthly communication by building six ships of 2,000 tons, of 550-horse power, applicable to the route by the Cape of Good Hope, and carrying 24 large guns. Four of these ships to be employed in the Indian Seas, and two between England and Alexandria. The estimates were given for one vessel between Suez and Calcutta the first year, and for four vessels the second year, the return from passengers and freight being estimated at 163,000 *l.* a year.

1812. Was any estimate of that traffic sent in to the public departments?—It was published; it was sent to all the Government offices. That is it (*handing in the same*). According to the Report of the Committee of the House of Commons we confined ourselves to that traffic, considering that it was the principal item of calculation. In 1840, while negotiations were pending with the East India Company and the Board of Control for the whole line to India, the managers of the Peninsular Company had obtained from the Admiralty privately contracts for the Alexandria mails, as on the 14th of February they proposed a junction with the "Precursor" party of the East Indian Steam Company on this ground; and as an inducement to the London party to withhold their support, tenders were advertised for on the 19th May for this Alexandria contract for the service, to commence in September with two vessels of 400-horse power, there being only five of such horse power in existence; this purposely excluded the East Indian Steam Company, and limited the field of their operations to the line between Suez, Madras, and Bengal. This extension the Committee of 1837 recommended, and the Honourable East India Company pledged their support, not only by their reply to the offer of the East Indian Steam Company (to undertake the whole for 6 *s.* 6 *d.* a mile,) on 14th October 1839, but also by a letter of 1st April 1840, addressed to the Bengal government, in reply to memorials from the inhabitants of Calcutta. The community had not only largely subscribed to afford steam communication, but in 1825 they offered a premium to the "Enterprise," the first steamer that did go round the Cape, and dispatched a vessel in 1834, that effected the first steam communication between Calcutta and Suez. Those were the same parties who, considering that to any well-devised measures of extension the Government would give support, transmitted orders to myself and others who were the agents for the Precursor party, and the "Precursor" was ordered to be built upon the strength of that assurance.

1812*. Mr. FitzRoy.] That was in 1840?—Yes.

1813. Chairman.] The 20,000 *l.* was given about that time?—Very shortly after.

1814. Will

* Chairman: T. A. Curtis, Esq. Deputy-Chairman: J. P. Larkins, Esq. Directors: John Bagshaw, Esq.; Henry Gouger, Esq.; B. Harding, Esq.; Major Head, Captain A. Henderson, Frederick Hodgson, Esq., M. R.; Charles Kerr, Esq.; Captain W. C. Lempriere, William Little, Esq.; James Mackillop, Esq.; Jacob Montifore, Esq.; Captain Nairn, John Pirie, Esq., Alderman; Henry C. Roberts, Esq.; Russell Scott, Esq.; R. Thurburn, Esq. Auditors: Sir John Rae Reid, Bart., M. R. J. H. Pelly, Esq. Solicitors: Messrs. Freshfield and Sons.

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1814. Will you go to the next point?—The comprehensive party of the directors of the East Indian Steam Company dispatched the largest and only vessel available to begin the line,—the “India,” of 300-horse power, whose owner offered to send her to Calcutta for sale, provided he received certain pecuniary aid. Four of the directors connected with the subscribers in India consented to give the required assistance, and the “India” was dispatched in September 1840, to be taken over at fair valuation, at Calcutta, by the East Indian Steam Company, if established; and if not established, the capital subscribed at Calcutta to be returned there, so as to be free for her purchase. Resolutions to this effect were passed by the Directors of the East Indian Steam Company, and instructions transmitted to Calcutta, for the information of the subscribers there. On the arrival of the “India” at Calcutta it was found that subsequent instructions from the chairman of the London party of the East Indian Steam Company, directed the agent to withhold their resolution and instructions from the subscribers in Bengal. The reason for thus repudiating the former resolution of the Board of Directors and his own instructions was, that the managers of the Peninsular and Oriental Company had induced the London party to bring about an amalgamation of the East Indian Steam Company with the Peninsular and Oriental Company. Negotiations for this amalgamation were in progress from November 1840 to April 1841, on terms arranged by Alderman Pirie and Captain Nairn, who, with Mr. Thurburn, were the directors of the East Indian Steam Company who went over to the Peninsular and Oriental Company, with the holders of 789 shares out of the 6,300 shares subscribed to the East Indian Steam Company. On the plea of this nominal junction with the Indian party, the Peninsular and Oriental Company applied to the Honourable East India Company for a grant of 20,000*l.* a year, for which they undertook to establish a monthly communication between Suez, Ceylon, Madras, and Calcutta, with vessels of 500-horse power, and to maintain it for five years for 100,000*l.*

1815. Now, how do you know that fact?—I know it from the correspondence, which I saw at the time, with the India House; but I think somewhere about February, or a little before that, a deputation went to the Court of Directors. I think Sir George Larpent was on it; but there were, however, parties both of the East Indian and Precursor Company; they said, We were about to amalgamate; and they made this offer, which was sent in in the name of the Peninsular Company, because the directors of the other company amalgamated with them.

1816. Whatever the nature of the arrangement between the East India Company and the Peninsular Company was, the result is that they received 20,000*l.* a year for five years, from the spring of 1841, for doing certain services; is that so?—Yes.

1817. *Mr. Fitz Roy.*] What were those services?—The only way to get that is to go through the correspondence at the India House.

1818. *Chairman.*] However, that is your impression, that in 1841 an arrangement was entered into by which the East India Company were to pay 20,000*l.* for some services?—Yes. I can give part of the particulars of it; I have them here. This proposition was made by the Peninsular Company, that for 20,000*l.* a year they would undertake steam communication between Suez and Calcutta for five years.

1819. How often?—The first conditions were that they were to do it six times in the first year, and that it was to be a monthly communication the second year; but that was altered in this way by correspondence, and I believe there was some verbal communication besides. The Peninsular Company agreed to the following conditions: “That the said sum be payable half-yearly, to commence from the period when the first steamer shall be put upon the line between Suez and Calcutta, and to continue for five years, the continuance beyond the first year being dependent upon the following conditions, to which the said company shall be called upon to signify its assent; viz. that the monthly communication with Calcutta and Madras (and if required with Bombay) be completed within 12 months from the date when the first payment shall commence, and be thenceforward regularly maintained in every month; that the vessels to be employed shall be 1,600 tons, and 520-horse power; that in the event of the East India Company wishing within the before-mentioned period of five years to enter into any contract for the conveyance

veyance of the mails, the pecuniary contract now granted shall merge in the sum that may be payable under the contract." *A. Henderson, Esq.*

1820. Where do you get that information?—I got it from a document some 29 June 1849.
years ago.

1821. A document, where?—I can hardly tell you; but it can be easily proved by the East India House.

1822. You were stating what, from documents you had under your inspection some years ago, you thought was a fact, and which you say can be ascertained by this Committee from the India House?—Yes; the whole transaction can be ascertained at the India House.

1823. The five years from 1841 would of course have extended beyond the period of 1844, when you stated that you came in communication with the Admiralty?—Yes.

1824. Now will you go to the offer or tender which you made to the Admiralty in the spring of 1844, those other parties being then in the receipt of this 20,000 *l.* a year?—On the 1st of January 1844 I transmitted to the Admiralty, Treasury, and Post-office, and Board of Control and India House, a scheme for converting the present monthly mail to India into a bi-monthly mail to Bengal and to Bombay, in consequence of the before-mentioned proposition of the Peninsular Company, of reducing it to one mail.

1825. Was that a scheme or an offer?—It was only a scheme, but it led to an offer.

1826. Then what was the offer that that scheme led to?—At that time all our communications for the Indian mails were with the East India Company; and on the 8th of December 1843, and 9th of April 1844, we transmitted to the East India Company proposals, first of all, for the employment of steamers in the line between Suez and Calcutta; and, secondly, a proposal to undertake the service between Ceylon, Singapore, and China, with the steamer "India" and two others.

1827. Was that communication in April 1844, or afterwards, made to the Board of Admiralty?—It was made on the 10th of May; we received a letter from the East India Company.

1828. Did you, in May, receive from the East India Company information that the matter was handed over to the Admiralty?—We received an official letter from the Court of Directors telling us that, with regard to the mails between Suez and Calcutta, they understood that the matter was under the consideration of the Admiralty, and that I must refer to them.

1829. *Mr. Willcox.*] What was the date of that letter?—29th May 1844.

1830. *Chairman.*] In consequence of that communication from the India House, did you apply to the Admiralty?—In consequence of information on 9th May I applied the very next day to the Admiralty.

1831. What application did you make to the Admiralty?—I sent them another copy of the proposition for the bi-monthly mail; and also sent them this tender in detail: "Referring to the statement formerly submitted as to the distances, monsoons, route, and capabilities of vessels best suited to this service, it is satisfactory to find that the late improvements in steam vessels, and the means of propelling them with a screw, as demonstrated in Her Majesty's ship 'Rattler,' that has attained a speed of 10 knots, or 240 miles a day, confirm the opinions therein stated, and give a warranty that the proposed vessels will have a speed of 8½ knots, or 200 miles a day. First, to employ on that service, within four months of signing the contract, the steamer 'India,' of 300-horse power and 840 tons, old measurement, now at Calcutta, and with her to maintain a communication with China from Ceylon every alternate month, allowing five days in China and one day at Penang and Singapore, returning to Ceylon in 42 or 44 days, thus allowing three to six days for any uncertainty in the monthly mail from Ceylon. Should more than six communications be required during the first year, to employ such vessels as can be obtained in India until new vessels are built. Secondly, during the second year to maintain a monthly communication with two vessels of 425 tons and 100-horse power, with a screw-propeller, built upon plans and specifications to be approved of by Government surveyors and engineers, as equal to effect a speed of 200 miles a day, to carry guns if required, and accommodate 30 or 40 passengers. Thirdly, when the two new vessels take up the line, the 'India' to receive new boilers and all the late improvements, and to be

A. Henderson, Esq. fitted in the same manner as the Halifax mail packet 'Hibernia,' she having the same relative tonnage to steam power as the 'India' (say 2½ tons of horse power), it may be fairly assumed the 'India's' speed will then exceed 200 miles a day. Fourthly, to keep these three vessels in an efficient state for service, with an establishment at Singapore capable of effecting repairs of ships, engines, and boilers, without the delay and interruption of the public service otherwise unavoidable, and to hold such means of repair available to any of the Government vessels that may require it in those seas. Fifthly, the service of the first year with the 'India,' of 300-horse power, to be paid for at the rate of 18 s. a mile; and if other vessels are required and procurable, their remuneration to be at the rate of 3 s. 6 d. a mile for every 100-horse power more or less than the 'India.' Sixthly, for the second and subsequent six years, a monthly communication between Ceylon and China to be maintained with these three vessels, the contractors to receive the sum of 12 s. a mile, at which rate the distance would require between 44,000 l. and 45,000 l. per annum. Lastly, that if on the experience derived from the first two years of the monthly communication, the returns from passengers shall be such as to enable the contractors or company to pay a dividend or interest on the capital employed above 10 per cent. per annum, a proportional reduction is to be made on the sum paid by Government for the conveyance of the public mails and despatches." That was on the spur of the moment, and was handed in immediately with the table of the dates on which they were to go.

1832. That tender contained no offer to convey the mails from Suez to Calcutta?—No, it did not, because we had been already told that none but vessels of 500-horse power would be allowed there.

1833. By whom had you been told that?—I think it was told us by the Admiralty.

1834. On application to the Admiralty you were informed nothing but vessels of 500-horse power would be permitted to be employed on that service?—So I was informed. I know that in another way; the "Precursor" belonged to parties represented by Sir George Larpent, and the "India" to parties represented by myself. We waited on the President of the Board of Control, and asked him to bear in mind our two ships, (one was then actually performing the service, and another was built ready for the service,) and requested that in any new contract entered into our claims should be considered; we asked for a fair participation, and we proposed, if the Peninsular Company carried one mail, they should allow us to participate by carrying the other; and he assured us our interest should be fairly looked to; but between that time and the month of May the Peninsular Company managed to purchase the "Precursor" for half her cost, as there was no other employment for her, and therefore it was no use my attempting with only one vessel to carry that line; but for the China line, I maintain she was the most capable vessel, with the alteration proposed, that could be found.

1835. With respect to vessels of 500-horse power, were there any number of vessels of that description in existence then?—There were only five in existence, but there were only two that could by possibility be built in time. The 500-horse power was put in purposely to exclude all but the Peninsular Company's vessels.

1836. Is it the fact that there were no other vessels of that description in the market?—There were none possible to be got within a year.

1837. What time would it require in your judgment to build and fit steam vessels of that description?—The Peninsular Company themselves asked and obtained 18 months time to build those vessels which they proposed for India.

1838. Then less than 18 months' notice would not give a party full opportunity of entering into competition for a public contract requiring vessels of that size and power?—Certainly; I should say for India, two years. I may as well say, that on the 16th June a detailed tender was sent in by all the shareholders in the Indian Steam Company of Calcutta then resident in this country, because it was assumed that we were not properly represented here, and we considered that this was an inter-colonial communication; most of us had been the greatest part of our lives engaged in that trade, and we thought we were entitled to the communication, as that was legitimately our trade. I have been 20 years in it.

1839. *Mr. Cardwell.*] You considered that as the Government were about to make

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make a new contract, you were legitimately entitled to have your interests consulted?—Certainly.

1840. And you thought that if the other parties, that is the Peninsular Company, carried one mail, it was only fair that you should carry the other?—Yes, that it was only fair that we should carry it alternately.

1841. And you thought that the more because your capital was partly held in Calcutta, and you thought that the Calcutta party had a fair right to a share in the benefit?—Certainly; and I may mention that during 1841 the Peninsular Company got their engagement for the 20,000 *l.* a year, under the supposition at the India House that the India Steam Company would receive a share of the grant.

1842. You thought in fact that the 20,000 *l.* was not given by the East India Company exclusively for their own advantage, but that they also looked to what you considered to be fair amongst those three parties into which your company had been originally divided?—I was in Calcutta with the “India,” and intelligence came out to me that if they got this contract the “India” would be included in it, as she did then belong to the India Steam Company.

1843. And you thought, if there was no written agreement, at all events there was a private understanding that the interests of those to whom the “India” belonged should not be forgotten?—Certainly, and we were told that the companies would amalgamate; and at that time, the India Steam Company was got up at Calcutta (upon the same conditions and terms as the Peninsular and Oriental Company), so as to amalgamate hereafter.

1844. You thought the exclusion of the parties interested in the India Steam Company was an unfairness as regarded them?—Yes, certainly it was.

1845. The conditions of the tender you say required a larger tonnage and larger horse power than the “India” was?—There was not any tender advertised.

1846. You were told at the Admiralty that nothing short of vessels of 500-horse power would be adequate to the service?—Yes.

1847. And you have told us already that it would have required 18 months at least for any other company than the Peninsular and Oriental party to be prepared to carry out such a contract?—Yes.

1848. And you thought therefore it would only have been reasonable that the Admiralty should have reduced the number of horse power, and taken a vessel, for instance, like the “India,” which was of smaller horse power; that is your view of the case?—Quite so.

1849. Whether it was important to the Government that the mails should be carried at one speed or at another speed, did not enter into your calculations?—Quite the contrary; I then sent a tender from the shareholders in the India Steam Company resident in England to the Admiralty, detailing the plans and specifications of the vessels and engines, to calculate the speed from. There was a great talk about vessels of 500-horse power, and I sent this drawing to the Admiralty (*producing one*), with the proposition, that we would take her as she is now, and use her till we built new vessels; and we sent this plan, proposing to cut her down and make her a mail vessel, after the plan of the “Hibernia,” which was the best then; and with those alterations, I maintain that no vessel could have been better capable of carrying the mail, she was built expressly for the Indian seas.

1850. Then in your opinion your vessel, although at that time only of 300-horse power, would have answered the purpose quite as well as the other vessel?—Yes, as she had a larger proportion of power to tonnage than any vessel there.

1851. Then in your opinion your vessel would have done the service quite as well or better?—Than any vessel that was built, when she had those alterations made in her, with new boilers of the plans submitted to the Admiralty.

1852. Then in short, in your opinion, you had a vessel of 850 tons and 300-horse power which was quite equal to another vessel the property of some other company of 520-horse power?—Tonnage is a perfect fallacy; I know vessels of 1,200 tons register, whose tonnage is only 769, builders’ measurement.

1853. But whether registered or not, that vessel was considerably smaller than the other vessels?—Considerably smaller, but her steam power was considerably more in proportion.

1854. In power more, but she was a vessel of 300-horse power, and the Admiralty required, in their judgment, vessels of at least 500-horse power; and

A. Henderson, Esq. you say the Peninsular and Oriental Company were the only people who then possessed such vessels, or could within 18 months become possessed of them?—That was for the Calcutta line, and for that reason I tendered for the China and not the Calcutta line, which was my own proposition.

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1855. Your proposal was, that the line being joint, a portion of the contract to a certain limit should be given to the Peninsular and Oriental, and you do not dispute the propriety of giving it to them so far; but you proposed, instead of their continuing the contract to China, you should have taken it on from Singapore or some other place, from Point-de-Galle, to Hong Kong?—There was no connexion between the two contracts originally; the contract proposed by the Peninsular Company was one from Suez to Bombay and Calcutta.

1856. You tell me you were unjustly dealt by, inasmuch as when you went to the Admiralty, you were told it was an express condition that all the steamers which they would take should be at least of 500-horse power; yours was only of 300-horse power?—Yes.

1857. *Chairman.*] That is, 500-horse power as far as relates to carrying the mail between Suez and Calcutta, not between Ceylon and China; that is so?—Yes.

1858. *Mr. Cardwell.*] I understand you to make a complaint against the Admiralty for requiring that no vessel should be taken under 500-horse power; did not I hear you say so?—No; that was not my complaint against the Admiralty, because they having said so, I tendered for another line when there was no limit as to horse power originally; what I complain of is, that they would not receive or consider the tender or claims of local shipowners at all.

1859. Then I am to understand you, you make no complaint at all in respect of all that part of the contract for which vessels of 500-horse power were required by the Admiralty?—I make very great complaint that the thing was not submitted to the public, that the interests of the Indian Company were sacrificed to those here.

1860. It is a matter of interest between the Indian Company and the London Company, and you think the interests of the Indian Company were sacrificed?—Yes; that is, they had no opportunity of tendering; the two vessels lying idle.

1861. Suppose the Admiralty to have been guided by two considerations only; the first being the greatest amount of service to the public, the second being the least amount of cost to the public, they would, in your judgment, have left out another consideration which they ought equally to have borne in mind, namely, the interests of certain parties who happened to be possessed of steam ships in India?—This is a letter sent by the shareholders with this plan.

1862. Let me distinctly understand you; do you say aye or no to that question; you think the Admiralty would have omitted that which ought to be a consideration with them?—They did not receive our tender at all.

1863. You have said that in your last answer; and the interests of certain parties in India were, you say, unjustly overlooked; then I ask you, suppose the Admiralty to have been governed by two considerations only, namely the greatest service to the public, and the least cost to the public, and entirely to have disregarded the interests of those persons who happened to be possessed of steam ships in India, you think the Admiralty would be to blame for that disregard?—No, I do not say that they would be to blame for that disregard, if they obtained the greatest service at the least cost, but they did not do so.

1864. Against whom were you making the charge, when you said they had not taken a fair consideration of the interests of the persons who possessed steam ships in India?—We sent those plans to the Admiralty with a petition.

1865. What I want to know is, who are to blame for having disregarded the interests of those persons in India?—Those who entered into the contract.

1866. That is to say, the Admiralty and the East India Company?—Yes, the Admiralty; the East India Company had nothing to do with it.

1867. They ought to have regarded those interests?—The Admiralty ought.

1868. That is your opinion?—That is my opinion.

1869. Then in respect of their having regarded only the best service to the public, at the lowest cost to the public, the Admiralty in your judgment are reprehensible?—In my judgment they did not regard the lowest cost to the public.

1870. But

1870. But in your opinion there ought to have been a third consideration, totally irrespective of the service to the public and the cost to the public?—Yes. *A. Henderson, Esq.*

1871. Namely, the interests of certain parties possessed of steamers in India?—Yes. 29 June 1849.

1872. *Chairman.*] Something had passed between the India Company and parties in India, holding out expectations to parties in India that they would have an opportunity of certain advantage if they did certain services; was not that so?—The East India Company stated in a letter, of the 14th of October 1839, to the East Indian Steam Company, and printed in the Gazette in Calcutta, by order of council, the 27th of May 1840, that to any well-devised means of extension they would afford support, if it did not interfere with the Bombay line.

1873. In consequence of such representations did parties in India invest capital in steam ships?—Certainly; the “Precursor” was ordered in consequence of that, and the “India” established on the Suez line.

1874. And when the arrangement of this matter was handed over from the India Company to the Admiralty, in your judgment the Admiralty ought to have considered what had passed previously between the India Company and the parties in India?—Exactly so; here is a letter which exactly states that.

[The same was read, as follows:]

To Sir John Barrow, Bart., Secretary to the Admiralty.

16 June 1844.

(Sent 19 June.)

Sir,

As shareholders of the India Steam Company of Calcutta, we have been in communication with the Directors of the East India Company respecting the employment of our steamer the “India,” in carrying the mails in the Indian Seas.

In explanation of the position of the India Steam Company, we beg to transmit copy of the memorial presented to the East India Company on the subject by the shareholders, together with copy of a letter and memorandum of terms proposed for the conveyance of the mails; and their reply to both, dated 29th May; by which documents you will observe,—

First, that the “India” was sent from this country with the intention of being employed between Calcutta and Suez, and that she made four voyages on that line during the year 1842.

Secondly, that in consequence of the East India Company having given the annual grant of public money for that service exclusively to the Peninsular and Oriental Steam Company of London, the “India” is now at Calcutta unemployed, as she could not be maintained on that line without loss, unless aided by Government.

Thirdly, that as to her future employment in conveying the mails in the Indian seas, the shareholders are referred to the Lords Commissioners of the Admiralty.

Understanding it is the intention of their Lordships to establish branch lines from Ceylon to Singapore, China, and other ports, we beg to offer the “India” as in all respects fitted for the line between Ceylon and Singapore, and we are prepared to undertake that service on moderate terms.

In proof of the capabilities of the India Steam Company for undertaking that service, we beg to submit the following plans, specifications, and documents; viz., three marked (A), being plans and specifications of the vessel as built and now at Calcutta, ready for immediate service. Three papers marked (B), account of the services performed by the “India,” and abstracts of her log for 14,000 miles. Three marked (C), plan of new boilers and draught of the vessel, showing the alterations recommended by past experience, as detailed in the specifications; and one paper marked (D), a prospectus issued in 1841, stating the constitution of the India Steam Company of Calcutta, and their purpose of joining the Peninsular and Oriental Company of London on equitable terms. Every effort to effect that junction on equitable terms has been unsuccessful.

The assistance of 20,000*l.* a year from the Hon. East India Company has enabled the Peninsular and Oriental Company of London to place two large steamers on the Suez line; with that company the Calcutta Steam Company cannot compete as to that line. But seeing the relative means in India at the command of the London Company for the Suez line, and of the Calcutta Company for the Singapore line, and the fact that the latter company have a local interest that induced them to embark their capital with the view of promoting steam navigation in the East under public encouragement, as well as practical experience in the management of steam communication in the East, we trust that the Lords Commissioners of the Admiralty will be pleased to give a favourable consideration to their offer of carrying the mails east of Ceylon, in the full assurance that they can do so with advantage to the public service.

With respect to the extension of steam communication beyond Singapore requiring additional vessels and capital, although distance prevents our making any present offer on the part of the India Steam Company without reference to the shareholders resident in India, we may state that should their Lordships desire to extend the communication to

A. Henderson, Esq. China, there are parties in this country willing to undertake the service in connexion with the India Steam Company of Calcutta, and the local interests of Singapore and China, if assured of moderate assistance from Government.

29 June 1849.

We have, &c.
(signed) *And^e Henderson.*
J. Mackillop.
Grindlay & Co.
Eglinton & Co.
J. Johnston.

1875. *Mr. Cardwell.*] Then I understand you to say that when the Government first took up the contract in India in the year 1844, it was not open to them to look at it abstractedly as a question between the Government on the one side, and those who possessed the best steamers and could render the best service, on the other side; but it was also necessary for them to take into consideration the expenses to which certain parties had been put, owing to the previous representation by the East India Company?—Yes.

1876. Then do you happen to know by whom the departments of the Government, that is, the Treasury, the Admiralty, and the Board of Control, were set in motion on this matter; do you happen to know it was the East India Company who were desirous that this contract with the Peninsular and Oriental Company should be carried out by the Government?—It has come within my knowledge that it commenced by the political agitation kept up by the Peninsular Company, who sent their agents to provincial towns to get up public petitions against the existing line to Bombay by the Indian Government vessels.

1877. Do you happen to know the state in which India was, politically, at that time?—No.

1878. Was it of the highest importance, on public grounds, that there should be a most rapid postal communication between India and Suez in 1844?—Yes.

1879. And to have waited 18 months would have probably defeated the object which the East India Company and the Government had in view?—I do not see that there was any difference, as there were steamers there that carried out the object of the East India Company, viz., to carry the Bombay mails by their own vessels.

1880. I understood you to say it would have taken 18 months to build such steamers as the Admiralty required for the performance of the service?—It would take that time to build a couple of 500-horse power vessels, but the mails could have been carried as quickly by smaller ones.

1881. Then your complaint against the Admiralty is that they made a mistake, and that having in view especially the public service, they thought vessels of 500-horse power better than vessels of 300-horse power; whereas in your judgment, on the contrary, vessels of 300-horse power would have been as good as vessels of 500-horse power?—I do not say as good, but I believe the same speed might have been accomplished between 300 and 500; you may have a vessel to go as fast as you want.

1882. Then having regard to the political state of India, and the importance of having letters carried from one part to another as rapidly as possible, in your judgment the Admiralty would have done better to have taken a vessel of 300-horse power than a vessel of 500-horse power?—I do not say that; I think the mere nominal horse power has nothing to do with it; you may have a vessel unquestionably as fast of 300 as of 500-horse power.

1883. Then you think the Admiralty would have done as well if the steam ship "India" had been the property of the Peninsular and Oriental Company?—For what line?

1884. For a line for which they require a vessel of 500-horse power?—No, I never said so; I do not think that horse power has anything to do with it.

1885. But the Admiralty thought horse power did have a great deal to do with it; and they required 500-horse power, and I understand you that they were wrong in requiring that indispensable condition?—Yes.

1886. Then in your judgment, in this case, the Admiralty should have been satisfied with a smaller vessel of 300-horse power, instead of requiring the condition of the vessel being of 500-horse power?—Yes, instead of keeping to the condition of 500-horse power; but no particular class was specified; she is as fast as is required for the service, without reference to passengers.

1887. Then your opinion is, that the Admiralty were wrong in requiring a vessel with so large an amount as 500-horse power, it being your opinion there
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are vessels of 300-horse power equally likely to do the service with efficiency? *A. Henderson, Esq.*
—Equally likely to do the mail service with efficiency.

1888. *Mr. Brown.*] One of your answers, if I understood it rightly, was this, that vessels of 500-horse power were required with the express intention of putting it out of your power to make a tender for that service?—Such is my belief; not only with that, but with all the contracts.

1889. How do you arrive at that conclusion; because that would look like favouritism?—There can be little doubt of that, I believe.

1890. *Mr. Cardwell.*] Are you aware whether the formation of this contract with the Peninsular Company originated with the East India Company, or with some department of the Government?—Certainly with some department of the Government; not with the East India Company.

1891. Are you sure that the contract for carrying the bi-monthly mail, which was made in the autumn of 1844, was not pressed upon the Government by the East India Company?—I never heard of such a thing, except that when the Peninsular Company proposed to Her Majesty's Government to transfer those vessels to the Bombay line it was opposed by the East India Company, as stated before the Committee of the House of Lords.

1892. Your impression is otherwise?—My impression is this: that the Peninsular Company got possession of the exclusive payment of the Suez and Calcutta line for five years, at a lower sum than any other vessel would have undertaken it for, and with vessels that no other person could supply.

1893. The Peninsular Company did?—Yes; and having done so, for the first two years they got 20,000*l.* a year for four mails, which amounted to about 10*s.* 6*d.* a mile; the second year they got it for 6*s.* a mile; but on the third year they were bound to do the monthly mail, which would have been about 4*s.* 6*d.* a mile.

1894. *Mr. Willcox.*] They were ship letters?—Exactly so; I agree with that; but you know by the law of India every ship is obliged to carry a mail; you are obliged to do so.

1895. *Mr. Cardwell.*] Was not there a condition in that agreement, that if there was a contract made between the company and those persons who performed this steam communication for the carriage of the mails, that then it should merge in that contract?—There certainly was; but at the same time it was particularly stated that it was optional with the East India Company to ask them to take the contract, which contract it was perfectly well known at the time was not necessary, because by the law of India nothing was paid; and another thing, the steamer "India" had carried the mail already for one year, and was refused any remuneration upon that very ground, that the law obliged them to carry letters; though they had done great service, they were refused any remuneration.

1896. Then it would be matter of surprise to you to hear that the contract with the Peninsular and Oriental Company was pressed upon the Government by the East India Company?—I have no doubt it was, in a political way; but you must recollect the Court of Directors had been so much applied to about it, that they said, "We will wash our hands of it, and give you a certain sum, and we will have nothing to do with the contracts; make them as you like." I got that from the Directors themselves.

1897. You have said that the departments of the Government were guilty of overlooking that equitable claim which the owners of the steam-ship "India" had upon the East India Company?—I do say so, certainly.

1898. Would not it be then a matter of surprise to you, if you found that that overlooking of that claim, by contracting with the Peninsular and Oriental Company, was a suggestion that emanated from the East India Company themselves?—I do, in a qualified way, because I know the East India Company were so worried about this contract that they said, "We will have nothing to do with it; you make the contract, and take the responsibility."

1899. And they said nothing to the Government from which the Government should infer that there was an equitable claim subsisting against them on the part of those persons who possessed steam-ships in India?—I have a letter from the Court of Directors in which they say they refer me to the Admiralty.

1900. You have admitted, so far as the requirements of the Admiralty were concerned, for vessels of 500-horse power at the least, the Peninsular and

A. Henderson, Esq. Oriental Company were the only people who possessed such vessels?—Not originally; the "Precursor" was in existence.

29 June 1849. 1901. They purchased the "Precursor"?—Not at first.

1902. Then is your grievance, or any part of your grievance, that the "Precursor" was not admitted to a portion of this service?—I think it was exceedingly unfair not to be admitted to a portion of the service.

1903. You divided the original company into three parties?—Yes.

1904. The Indian party, which is the same as the "Precursor" party; the Comprehensive party, and the London party?—Yes.

1905. And I presume you belong to the Comprehensive party?—Yes.

1906. Then you do not belong to the "Precursor" party?—I was agent to the "Precursor" until it was handed over to Sir George Larpent.

1907. Was it the "Precursor" or Comprehensive party you represented?—The India Steam Company of Calcutta includes some of both.

1908. Not at that time the "Precursor"?—Sir George Larpent represented them, and went with me to the Board of Control.

1909. So that if we hear of the interests of the "Precursor" party being overlooked, we should rather hear that from Sir George Larpent than from you; and if we hear of the Comprehensive party being overlooked, we naturally hear that from you?—Yes.

1910. So far as you are concerned, the case is that the Board of Admiralty excluded your vessel because they required a vessel of 500-horse power?—No, my vessel was intended for a different line.

1911. Do you object, or do you not object to that condition insisted upon by the Admiralty, that for this line the ships should be of at least 500-horse power?—I do object.

1912. I think I understand you to say that you object to the limitation to 500-horse power, because it is more expensive to the public?—Quite so.

1913. Undoubtedly more expensive, you think, to the public?—Yes.

1914. At the same time you say you did not tender your vessel for that line?—No.

1915. And the reason why you did not tender it was this, that it did not fall within the limitation prescribed by the Admiralty?—There was no use in my applying, because I considered there was another line for which it was much better applicable, and which was then free from competition.

1916. At the same time, if the Admiralty had taken your view of what was right for the public service, and had not excluded vessels within 500-horse power, you might have been induced to have offered the steam-ship "India"?—She has been actually paid, for that service, 15,000*l.* under that very contract, for some years past.

1917. That is not an answer to my question, which simply is this: I want to know, what I cannot very easily find out, whether you object, and on what ground you object, to this limitation which the Admiralty proposed, and which I have no doubt the Admiralty would say they did from regard to the public service; you say it entailed an undue expense upon the public, because smaller vessels could have done it as well at a smaller price; then if smaller vessels had been admitted, you would have suggested the "India" being admitted amongst others?—I offered the "India" for a distinct line, and I got no answer.

1918. But you were ready to have offered her for this line if there had been no such limit upon this line?—I did offer both of them to the President of the Board of Control.

1919. Then in fact it is not merely as a friend to the public that you object to the limitation to 500 horse-power, but out of a due regard to the interests of the Comprehensive party in the original company?—Without any reference to my own interest or any contract, I object to the limit of nominal horse power.

1920. I understand that as one ground of objection; but besides that one ground of objection, was not there another, that it excluded the steamers of the Comprehensive party from being able to tender?—Yes, and I believe it was put in for that purpose.

1921. You believe somebody at the Admiralty did that from some sinister motive?—I do not say the Admiralty; I think the proposition came from other parties.

1922. From

29 June 1849.

1922. From whom?—It came direct in all the contracts from the Peninsular Company; originally with the Alexandrian contract in 1840.

1923. Then would you favour the Committee with your opinion as to how it was the suggestion of the Peninsular and Oriental Company became the law at the Admiralty?—It is difficult for me to say that; I can only state that in 1840 we, the East Indian Steam Company, were in a position to have offered for that contract; because I had in my hands orders to buy the largest vessel I could obtain for the Precursor Company; and I consulted Mr. Carlton, the managing director, and offered to purchase the "Oriental," then on the stocks, for the "Precursor" line; and I was told by Mr. Carlton that if I would enter into an engagement to induce my friends to join their party they would listen to it, but if I would not they could not do it. My answer was, that my instructions were positive to purchase the largest and best ship I could get to begin the line between Calcutta and Suez, and that without reference to any other compact; and upon that the negotiation broke off.

1924. Then certain differences having arisen between the original promoters of this communication, one party, namely, that which possessed the greater number of the largest steamers, became possessed of the contract, and eventually purchased the "Precursor," she being already of the size required; but the "India," which was not of the size required, was shut out from the advantage of being included in the line; is not that so?—She was never offered for that; I tendered for the China line.

1925. That is the substance of your case as regards the line to Calcutta?—Yes.

1926. Then as regards the China line, where this limitation was not proposed, you were willing to tender your ship the "India" for that line; the mails being carried so far as Point de Galle by other vessels, would have been taken up by your vessel to have been carried on to Hong Kong?—Yes.

1927. Had you any other vessel besides the "India"?—I could only refer to the proposition that was made to the Admiralty; and this is the second proposition to Sir John Barrow, the Secretary of the Admiralty; it gives the petition, and says what they will do; the very question now being asked.

1928. That is on record already; all I want to know is, whether you had another steamer besides the "India"?—We had no vessel then, but we proposed to begin in four months after the contract was signed. This was in May 1844; and to guarantee six communications, that is, every alternate month from Ceylon; and if they required it, to hire a vessel to complete the monthly communication; that for the second year we would build two vessels of 425 tons and 100-horse power, and with that we would maintain a monthly communication between Ceylon and China for 12 s. a mile, and retain the three vessels for the line.

1929. At the time when you tendered this contract you only had the "India" steamer?—Yes; we wanted a year to build the others.

1930. It would have required that you should have had that time before you would have been in a condition to perform the contract you desired to have?—We offered to charter any vessel that could be found in India.

1931. You did not guarantee that there would be a vessel?—We could not.

1932. There was not any other vessel, in fact?—No.

1933. But in your opinion it would have been a judicious proceeding on the part of the Admiralty to have excluded those who were in possession of vessels suitable to the purpose, in order to include those who had only one vessel which they themselves could contend was suited for the purpose, and who could not guarantee that any other vessel could be found in the India Seas to go to work?—They could guarantee that, because there was a vessel which I took to China in 1830, and is there still. I had that in my eye, but I could not enter into arrangements then.

1934. You think that a vessel built in 1830, and taken to China in 1830, would have been preferable to have been accepted by the Board of Admiralty, rather than the vessels of the Peninsular and Oriental Company?—I deny that they were equally competent to carry the mails.

1935. In your opinion, is the matter of grave charge against the Board of Admiralty that they did not seriously entertain the proposal for carrying the mails from Point de Galle to Hong Kong by means of the steamer "India,"

A. Henderson, Esq. together with the chance that the proprietors of the steamer "India" might have been able to hire a vessel which went to China in 1830?—I am afraid you quite mistake what is complained of, which is this, that those who have engaged in the colonial or local trade may be considered to have a fair claim to it; we have vessels, and have done the service; that their claims are put on one side, to adopt the schemes of the London company.

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1936. So I understood you.—That the interests of the colonies, and those who are established in trade there, are sacrificed to a London company.

1937. Your case, in fact, turns not upon the comparative efficiency with which the public service would be discharged, but upon the meritorious claims of certain parties?—No; without reference to any claim, I maintain that with the "India," and the two screw vessels to be built, as we proposed to the Admiralty (here are both plans, which have the Admiralty mark upon them), it was quite competent to the Admiralty to say if those vessels could not carry the mails with efficiency.

1938. In your opinion it was so obvious that this would have been a good arrangement, that you think it is matter of great charge against the Admiralty that they did not adopt it?—I think so.

1939. On public grounds?—On public grounds.

1940. *Mr. Brown.*] You made a charge of a serious nature, namely, the charge of favouritism against some parties, as I understood; did you say so?—Yes.

1941. How do you get to the knowledge of that fact?—In this way: I made applications to the Admiralty, and went there very often, and could get little or no answer; this tabular statement which I have put in, and also a paper I gave, shows all the details. I offered to reduce the price, and in the course of my communications I maintained that they ought to have taken into consideration the amount of traffic upon those lines; and I gave them in this paper the result of such experience as we had got in India, as to conveying the mails for one year, 1842, between Calcutta and Suez, and the returns of traffic; and I gave in that paper, as the grounds for making the contract.

1942. *Mr. Cardwell.*] Might not there be other weighty considerations with the Admiralty which might influence them in their decision, without reference to that paper?—That paper was given under the supposition that the Admiralty were allowed, or induced to accept a tender without reference to the passenger traffic. I proposed to have small steamers to carry the mail in the China Seas and 30 passengers; I was told the reason a reply was not given was, that the Peninsular and Oriental Company proposed to do that with vessels of 400-horse power. I maintain that horse power had nothing to do with it, and that a screw vessel of the tonnage and power proposed would carry the mails more efficiently than a large steamer built for a floating tavern.

1943. Then I am to understand that it is a mere matter of opinion on your part that there was favouritism?—The papers were before the Admiralty, and I got no answer; here is the Admiralty mark upon them; they were before the Admiralty four or five months; and after delivering in this paper, some people delivered a petition to the House of Commons against giving away those contracts without fair competition; that was delivered in by Mr. Masterman.

1944. *Chairman.*] Will you put in the petition?—I will.

1945. *Mr. Cardwell.*] That petition was before the House of Commons in 1844?—Yes.

1946. And nothing was done about it by The House?—No; I met Admiral Dundas at the House of Commons when the petition was delivered, and I told him I could get no attention paid to my tenders to the Admiralty; he said, I will soon ascertain; I will ask Mr. Sidney Herbert. He brought Mr. Sidney Herbert out, and he said, I have never heard of it; he had never heard of my papers or tender at all, but he would inquire, and he was quite certain that all who felt aggrieved should receive consideration.

1947. *Chairman.*] That was four months after your letter was sent in?—Yes.

1948. *Mr. Cardwell.*] That was early in 1844?—Yes.

1949. The contract only began in May?—Yes, the negotiations for it.

1950. According to your plan then, you would propose that the mails should be sent in a vessel which should derive no part of its revenue from passengers, but the whole of its revenue from the carriage of mails?—Quite the contrary.

1952-1. I understood you to say that you objected to a steamer being made floating

floating tavern?—I spoke then with regard to the vessel that I proposed for China mail packet.

1953. It was not to be a floating tavern?—No.

1954. Mr. FitzRoy.] A screw vessel you said would do the service better in those seas, which was not intended to carry any number of passengers?—That is a design of the vessel sent to the Admiralty (*producing a Plan*); I having had 20 years' experience in the China Seas, and built some clippers, proposed this on account of some peculiarities about the navigation of the China Seas, which are totally unfitted to large paddle steamers; and I stated that in the paper to the Admiralty and to the Government at the time; that as far as Singapore it was perfectly navigable for paddle steamers, but beyond Singapore, and I maintain the same now, that the conveyance of the mail between China and Singapore would be done better by a screw vessel. The typhoons are so extraordinary that a paddle steamer is not so seaworthy; and I have no hesitation in saying, and I believe the Admiral who took his passage in one of those steamers did not consider her safe; when a typhoon comes on it is suddenly, and so very violent that the paddle steamer is at the mercy of it.

1955. Mr. Cardwell.] Then your smaller vessels of the screw construction you think would have been better calculated to deal with the typhoons than the larger vessels with the paddle?—Yes; and between Singapore and China there was no large passenger traffic, and no necessity for a large vessel; the reason assigned to me was that the Peninsular Company were to have vessels of 400-horse power; and I said, As far as the China Seas are concerned, they are not so good as a screw vessel. Upon that subject (the inefficiency of the present contract steamers for the mail service) there was a petition from the inhabitants of Hong Kong and China, that they seldom arrived in proper time, and that they were unsafe; that was stated in the petition forwarded to the Admiralty.

1956. Did I correctly understand you when I supposed you to say that the carrying of passengers was not one of the objects which you would have contemplated in your vessel?—Certainly not on the China line; from Singapore there are few passengers and many ships.

1957. Then the remuneration of those vessels must be looked for otherwise than by the carrying of passengers?—It is stated she intended to carry 30 passengers.

1958. Only a small number?—Yes.

1959. So that if any large revenue was to be raised from the carrying of passengers, that large revenue would wholly be excluded from your calculation?—Yes, certainly.

1960. This contract is subject to revision at the expiration of five years?—Subject to revision at the expiration of five years; if notice is given this year it may be ended, I believe, at the end of 1851; but I rather suspect, if the conditions of the contract were exacted, the China one could be closed at any time.

1961. So that if any considerable revenue should be derived to the company from the carriage of passengers, that would be a ground upon which the Government would be justified in reducing the contribution paid to the Peninsular Company?—Yes, certainly.

1962. That is a consideration you would have excluded if your system had been adopted?—My system was this: if I have a cheaper vessel I can carry the mail cheaper; but I think the Government ought to pay no more than the exact difference between the cost of maintaining an efficient vessel for the mail service, and the returns from traffic, be they what they may.

1963. Then would it have tended to economy to adopt a plan that would make the least return?—Not the least return; but make it the most economically. I maintain screw vessels can carry freight or passengers on that line 30 per cent. cheaper than paddle vessels; that the mails and passengers now carried by paddle steamers of 400-horse power, can be conveyed as efficiently by screw vessels of 100-horse power between Singapore and China; all that is necessary for the efficiency of the mail service and accommodation of 30 passengers can thus be effected at a cost of 9 s. a mile. That although the returns from the present opium traffic may be reduced, that from 30 passengers will be sufficient to enable the mails to be carried for half the 12 s. a mile paid the Peninsular and Oriental Company.

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1964. Is the "India" a screw vessel?—No.

1965. Then she would not be particularly well calculated for standing the typhoons in the China seas?—She was intended only for the first year there; she was intended to run between Singapore and Ceylon, and ultimately between Singapore and Suez.

1966. I understood you intended her for the contract?—Yes.

1967. Even then, in your opinion, if the Admiralty had rejected the "India" for the contract from Point-de-Galle to Hong Kong, they only, after all, joined with you in opinion upon that subject; I understand you to say they would have done better using the "India" between Suez and Calcutta, and the screw vessel between Hong Kong and Point-de-Galle?—No.

1968. Would you be so good as to make over again the explanation that led me to infer that was your opinion; because I understood you, in the question before the last, to state expressly that such was your opinion?—I understood the question to be, whether I thought that the amount paid by Government had any reference to the passage-money; I said I thought it had, as explained.

1969. Thereupon you stated that screw vessels were, in your opinion, better calculated to resist the typhoons in the China seas than paddle vessels?—Yes.

1970. Whereupon I asked whether the "India" was a screw or a paddle vessel, and I understood you to say that she was a paddle vessel?—Yes.

1971. I say then, in your judgment, she is not particularly calculated to deal with the typhoons in the China seas?—In the position she was then in she was not particularly adapted, certainly, because she was an overbuilt steamer; but strange as it may appear now in these days, the very vessels that are now sent there, the "Pottinger" for instance, perfectly out-Herod Herod in their proportions. They are very deep; and whatever the bad qualities of the "India" might have been, which I have heard a great deal of from the Peninsular Company, the vessels sent to take her place are much deeper in proportion.

1972. Then not only, if I understand you, is a paddle vessel not well calculated to stand the typhoons in the China seas, but the "India" was a vessel overbuilt, and would not have been of any use to have been recommended for use in those seas?—Not in her then position.

1973. So that if the Admiralty formed the opinion that the "India" was not particularly well calculated to run from Point-de-Galle to Hong Kong, they formed an opinion which you would not be prepared to dispute?—Certainly not; but the vessel they have sent to take her place is worse than she is.

Veneris, 6^o die Julii, 1849.

MEMBERS PRESENT.

Mr. Willcox.
Mr. Elliot.
Mr. Childers.
Mr. Brown.
Mr. FitzRoy.

Mr. Cardwell.
Sir J. Hogg.
Mr. Cowper.
Mr. Mangles.
Sir W. Clay.

J. W. HENLEY, Esq. IN THE CHAIR.

Thomas Crofton Croker, Esq., called in; and further Examined.

T. C. Croker, Esq.

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1974. *Chairman.*] AT your last examination you carried down a statement of any complaints, or in the absence of any complaints, to a certain date, with respect to the performance of the contracts of which we were then inquiring, of the vessels of the Oriental Company; have you furnished yourself since with any further particulars upon that subject?—This is a précis of the correspondence respecting complaints of the manner in which the contract mail service in the Indian and China Seas has been performed.

1975. At

1975. At what date does that *précis* commence?—The 23d of August 1846. T. C. Croker, Esq.

1976. Does that *précis* come down to the present time?—It does.

1977. Who is responsible for that being a correct statement of what has taken place?—Mr. Worth, the head of the packet department.

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1978. Have you sufficiently examined that *précis* to be able to give to the Committee a statement of the number of complaints which are contained in it?—I should say there were three or four complaints; I have read it through.

1979. Were any of those complaints on examination found to be just?—I think the last complaint is at present undergoing investigation.

1980. What is the date of the last complaint?—October 1848.

1981. Sir J. Hogg.] Will you state the general grounds of the complaints: were the complaints of the state of accommodation and the conduct of the officers on board, or of the time that the vessels occupied upon the voyage; whether beyond the limited time or not?—The first complaint states that the "Lady Mary Wood" was much out of repair.

1982. Chairman.] What is the date of that?—The 23d of August 1846.

1983. Sir J. Hogg.] From whom is that complaint?—Captain Ellice, the superintendent of the packet service at Southampton.

1984. He is a Government officer?—Yes; the complaint was that in consequence she exceeded the contract time by 19 hours.

1985. By 19 hours on the whole voyage, or between England and Suez?—The statement is that in her last voyage from Hong Kong to Ceylon she exceeded the contract time by 19 hours.

1986. Chairman.] How is it that the Government agent at Southampton makes a report of the state of a vessel in the Indian Seas; did he transmit a complaint from somebody else?—He transmitted a letter from the Admiralty agent on board.

1987. What was the result of that complaint?—"The contractor was acquainted that the Board of Admiralty had been informed that the 'Lady Mary Wood' was getting exceedingly out of repair, and requested to be informed when a vessel, such as is required by the contract, will be substituted for her. The contractors stated in reply that the information furnished to the Admiralty was exaggerated; this vessel had no defects but what could be made good on her return to Hong Kong, defects mostly caused by the severity of the passage from that port to Point de Galle; and they inclosed a copy of the carpenter's report, and extract of the commander's letter. They further stated that (as the Admiralty is no doubt aware), in consequence of the recent demand in engineering and shipwright work, the builders have not possibly been able to fulfil their contracts in point of time, and the result is, that of six steam ships, of 450-horse power, building for them, not one is yet completed, though contracted to be delivered within the last year. They fully expect to be able to despatch one of those vessels in substitution of the 'Lady Mary Wood' in November next, and a second of the same class and power about three months after, in substitution of the 'Braganza'."

1988. What is the date of that letter?—The 28th of August.

1989. What is the date of the complaint?—The 23d of August.

1990. What is the date of the complaint transmitted?—That does not appear from the *précis*. The Admiralty agent employed on the voyage from Hong Kong to Ceylon writes this complaint, which reaches Captain Ellice about the 23d August 1846.

1991. What would be the ordinary length of communication between Ceylon and Southampton?—That is arranged by the contract; as I have had very little to do with the contracts in the Indian Seas, I am not prepared to say.

1992. Sir J. Hogg.] Is it not about five months?—Yes.

1993. Chairman.] Taking it at five months preceding this date of the complaint, they say that another vessel will be ready by November of the same year?—Yes.

1994. What was the result of the complaint as to the want of punctuality in the time?—The contractors were acquainted on the 23d of August with this complaint, and what I have read is their explanation.

1995. The explanation which you have read is with reference to the non-repair of the vessel, it is not with reference to the time at all. Is there any letter from the Admiralty either admitting the excuse to be satisfactory or

T. C. Croker, Esq. otherwise?—The Admiralty seem to have admitted the excuse, for they minute the letter, acknowledging the receipt of it.

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1996. *Mr. Elliot.*] Did the Admiralty officer on board the ship report anything respecting the improper state of the ship before leaving Hong Kong?—He stated that the “Lady Mary Wood” was much out of repair in her last voyage from Hong Kong to Ceylon.

1997. It was after his arrival in Ceylon that he made that report?—Yes.

1998. But he does not appear to have made any statement of that sort previous to the commencement of the voyage from Hong Kong?—There is nothing in this précis to show that he did.

1999. *Chairman.*] What is the next complaint?—“On the 28th of September of the same year, Captain Ellice sent a copy of a letter from the Admiralty agent on board the ‘Lady Mary Wood’ reporting that vessel having grounded on a bank of sand or mud off the town of Penang, and reporting the deficiency of night signals on board her, and he states that the vessel was got off on the following day in a fit state to proceed with the mails, and it was supposed would proceed with the mails to China.”

2000. What is the next complaint?—The next complaint is transmitted by Captain Ellice, who sends a report of the survey on the “Braganza” held at Hong Kong; he sent this on the 21st of June 1847.

2001. What is the result of the survey?—“A copy was sent to the contractors, and the contractors stated in reply, that they had transmitted orders some time ago to their agent at Bombay to have this vessel docked on the first opportunity, and had reason to believe that this had been done. They also stated that their new steam ships “Pekin” of 1,200 tons and 430-horse power, and “Pottinger” of 1,400 tons and 450-horse power, are now stationed on the line between Point de Galle and China, in performance of the mail contract service.”

2002. What is the next complaint?—“On the 2d of October, Captain Ellice transmitted an extract of a letter from the Admiralty agent on board the ‘Pekin’ reporting the unfitness of that vessel for the mail service.” This forms a part of Lieutenant Waghorn’s complaint, and is already before the Committee.

2003. What was the result of that; was the complaint decided to be well-founded or not?—I think not.

2004. *Sir J. Hogg.*] Was Lieutenant Waghorn a passenger on board that vessel?—I put in his letter on the last occasion.

2005. *Chairman.*] Will you proceed to the next complaint?—“On the 2d of June 1848, the Postmaster-general transmitted an extract of a letter from the post-office agent at Suez, stating that the ‘Haddington’ was detained at that port waiting for the arrival of cargo until one o’clock A. M. on the 11th ultimo, although the mails were put on board at 10 minutes past five o’clock on the previous morning; and further, that some of the packages forming the cargo were of an unnecessarily cumbersome size.”

2006. What was the result of that?—The contractors were called upon to state whether they can account for this delay, and in reply they state that they are not aware of this delay, but will call upon the agent at Suez for explanation; that the mails being transmitted by land from Alexandria to Suez, there is seldom any variation in the time of their transit, whilst the passengers and baggage at the period of low Nile (May and June), are frequently retarded in getting the steamers round the bends of the river; and they apprehend that the Admiralty must have been misinformed as to the size of the packages, the weight of which are by their regulation limited to under 100lbs., four of such packages forming a camel load for the desert passage.”

2007. Is there anything further upon that complaint, because the company seem to doubt the fact?—Nothing further appears upon the subject of the complaint.

2008. *Mr. Elliot.*] Is there any subsequent report from the company?—No subsequent report from the company appears to have been received.

2009. *Chairman.*] Is there any subsequent complaint?—“On the 3d of October 1848, another complaint is made: The Indian and Australian Mail Steam Packet Company complain that the Peninsular and Oriental Steam Packet Company do not employ steam vessels of the size required by the contract

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tract between Suez and Calcutta, and between Ceylon and Hong Kong, and offer to do the service at less expense."

2010. What is the result of that?—"They were acquainted that they had omitted to state in what particulars they considered the contract with this company is now infringed, and that the Admiralty were not aware that any requirements of that contract are not now observed, excepting that the 'Haddington' temporarily employed in the place of another vessel is 442-horse power instead of 500-horse power."

2011. Have you any other complaint?—"There is no other complaint, but there is another communication from the Indian and Australian Steam Packet Company. They "enter into further explanation and remarks, and hope the contract with the Peninsular and Oriental Steam Packet Companies may be forthwith dissolved." That is marked as "read."

2012. With reference to the complaint to which your attention was called the last time you were examined, from Admiral Collier; what is the result of that?—"I have here a paper endorsed "Complaint of irregularities in the performance of the East India and China contract in the case of the 'Achilles.'"

2013. Is that the complaint referred to by Admiral Collier?—"It is."

2014. Was there a letter or memorial of the merchants of Hong Kong transmitted by Admiral Collier to the Admiralty?—"There was."

2015. What was the subject of that memorial or letter?—"The merchants represented to Sir Francis Collier the serious inconvenience which they, "and in particular the Canton community, have suffered and continue to suffer by the frequent late arrival of the steamers conveying Her Majesty's mails. The delay seems to have arisen from the steamers being generally unable to keep the time contracted for by the Admiralty for the performance of the several distances, as will be seen, we believe, by the reports sent home by the Admiralty agents appointed to the several steamers. The time allowed is very ample, rendering it seldom necessary to exceed a speed of eight miles per hour, and had the steamers been the superior class of vessels contracted for by the Admiralty, and 'keeping pace with the advanced state of science,' no difficulty in performing the passages within the specified time ought ever to be experienced. An improvement has lately taken place in the class of boats by the arrival of other steamers; but the system adopted, and particularly of late, of overloading them, and to such an extent as to render it necessary to carry a large quantity of coal on deck, tends to perpetuate the evil and to create even greater detention than before, while it greatly endangers the lives of Her Majesty's subjects and the safety of Her Majesty's mails. It is our opinion, that on several occasions it may solely be attributed to unforeseen and fortunate circumstances that the steamers have been enabled to reach their destination. Considering the large sum given by Her Majesty's Government for the purpose of carrying the mails, and also that thereby the Peninsular and Oriental Company are enabled to have a monopoly of the traffic on this side of Egypt, we think the mercantile community have reason to expect that at all events the contract shall be faithfully adhered to, and that the steamers shall not be allowed to carry beyond a certain and safe amount of cargo;" and they request Sir Francis Collier to call the attention of the Lords of the Admiralty to the subject

2016. Was that transmitted by Admiral Collier?—"It was transmitted to the Admiralty by Admiral Collier."

2017. What was Sir Francis Collier's remark or observation when he transmitted that memorial?—"Sir Francis Collier's letter does not appear to be in this correspondence, but I presume it can be produced."

2018. What was done in consequence of the transmission of that memorial?—"A letter appears to have been written on the 11th April 1849, by the Secretary of the Admiralty to the Peninsular and Oriental Steam Navigation Company, enclosing a copy of the memorial which had been received from Sir Francis Collier, and the company were acquainted that the Board of Admiralty trusted that they had already taken steps to prevent the recurrence of the delays complained of."

2019. Mr. Cowper.] Will you read any previous letter on the same subject which was laid before the Admiralty by the Peninsular and Oriental Steam Packet Company?—"Admiralty, 6th March 1849," (this is from the Secretary of the Admiralty to the Peninsular and Oriental Steam Packet Company),

T. C. Croker, Esq.

6 July 1849.

"Gentlemen, it having been represented to my Lords Commissioners of the Admiralty that the contract steam packet 'Achilles,' was delayed in her voyage from Point de Galle to Hong Kong in November last, she having sailed from the former place on the 29th of that month, and not arriving at Hong Kong until the 23d of December; thus being 175 hours beyond the time allowed by the contract; I am commanded by my Lords Commissioners of the Admiralty to call your attention to the circumstance, and to acquaint you that it appears that the place intended for coals on board the 'Achilles' was occupied by opium chests and the coals placed on deck, and the vessel overloaded; and that my Lords are informed that her arrival at Hong Kong 175 hours after she was due was owing to the excess of cargo, and to the negligent and lazy manner in which the vessel was coaled at Singapore."

2020. *Chairman.*] What was the result of that letter?—The secretary of the company answered it on the 10th of March 1849: "I have the honour to acknowledge the receipt of your letter, dated 6th instant, calling the attention of the directors of the company to a representation which has been made to the Lords Commissioners of the Admiralty, that the company's contract steamer 'Achilles,' was considerably delayed upon her voyage from Point de Galle to Hong Kong in November last, and that such delay was owing to the excess of cargo, and to negligence in the coaling at Singapore. In reply, I am instructed to express the great regret with which the directors have received this communication, and to acquaint you, for the information of their Lordships, that a rumour having already reached them that some representations of the kind had been addressed to their Lordships, the directors, by the mail of the 24th of February, wrote to the company's superintendent at Bombay, calling upon him for full and immediate explanation of the circumstances. Until the receipt of his report it will be impossible for the directors to say how far the allegations in question are well founded; but in the meantime, they are anxious to state that their standing instructions to all the agents and officers of the company are, that the punctual performance of the mail service is to be ever regarded by them as paramount to every other consideration, and that any departure from that principle will be visited by the directors with the utmost severity. The directors take this opportunity of acquainting you, for the information of their Lordships, that having found by experience, that no commercial house, however high its respectability, can represent the company so efficiently at foreign stations as an officer of their own, they, by the last steamer, dispatched Captain Sparkes, lately the company's superintendent at Southampton, to relieve the firm at present acting as the company's agents at Singapore, in the superintendence of the company's affairs at that port, and they feel every confidence that he will actively and zealously discharge his duties at that station. The directors also think it right to state, that from such information as they are at present in possession of, they have reason to consider that the representation which has been made to their Lordships is exaggerated, both as regards the extent of the delay of the 'Achilles,' and the alleged causes thereof."

2021. *Sir J. Hogg.*] This letter is of the date of the 10th of March 1849; what is the date of the memorial of the merchants of Canton?—The 29th of December 1848.

2022. Was there any corresponding complaint or representation from the Admiralty officer on board the vessel to the Lords of the Admiralty?—I cannot state.

2023. *Mr. Cowper.*] Was not the first letter which you read in consequence of the official representations made to the Admiralty through their officer, as to the delay of the "Achilles," previous to the reception of the memorial from Hong Kong?—I have no doubt it was.

2024. *Chairman.*] The company say in the letter of the 10th of March, that they can give no answer to the complaint made of misfeasance in the contract between Ceylon and China till they shall receive a report from their agent at Bombay?—They state that they wrote to their superintendent at Bombay, calling upon him for an immediate explanation of the circumstances.

2025. Do you know that the service is now performed from Ceylon to China by a vessel that starts from Bombay, and picks up the mail there?—I believe it is so.

2026. What was the result of those communications; did the Admiralty come to any decision upon them?—On the 12th of March the Admiralty acquainted

6 July 1849.

acquainted the company that they "were gratified to learn that they had dispatched an officer of their own to act as superintendent at Singapore, and who may be able to prevent the recurrence of the delay complained of."

2027. Nothing was done by the Admiralty but to express their satisfaction that the company had sent out an agent to Singapore, as an answer to that complaint of the company overloading their vessels, and being out of time?—The Admiralty subsequently sent forward the letter I have read from the merchants, stating "that their Lordships trust you have already taken steps to prevent the recurrence of the delays complained of." The Admiralty appear to have done nothing more; the matter is still in the course of investigation: it is not yet closed; the explanation has not yet been received from the company.

2028. Have you any other complaints?—No.

2029. Are there no other complaints of vessels not keeping time?—None have been furnished to me.

2030. Sir J. Hogg.] Will you have the goodness, on the next meeting of the Committee, to bring the correspondence with the Admiralty under which the mails are conveyed from Point de Galle to Hong Kong by the Admiralty vessels, leaving Bombay sufficiently early to be certain of arriving at Point de Galle before the arrival of the vessel from Suez conveying the mails to England?—Yes, I will do so.

2031. Chairman.] Will that correspondence be in your department or Mr. Worth's?—Mr. Worth's.

2032. Sir J. Hogg.] Among the complaints do you find any addressed to the Admiralty from passengers conveyed on board the steamers?—None have been furnished to me.

2033. You are not aware of any?—No; but passengers would not complain to the Admiralty. Perhaps I may be allowed to state that I have not succeeded in getting the tender of Messrs. Willcox & Anderson for the mails in the Mediterranean in the year 1840, but here is a memorandum from the comptroller of the victualling department, which perhaps may be received in lieu of the original tender, which I presume is at the Treasury: it states that "The tender of Messrs. Willcox & Anderson, 19th May 1840, is not in the department of the comptroller of victualling, and it is therefore presumed to be at Whitehall. The other three tenders are sent herewith, but by a memorandum of the tenders taken at the time, the above parties tendered at the rate of 35,200*l.* per annum."

[*The Witness delivered in a Paper, which is as follows:*]

ABSTRACT of TENDERS on the 19th May 1840, for the CONVEYANCE OF MAILS between Falmouth and Alexandria, by way of Gibraltar, &c.

Willcox & Anderson, for	- - - -	£. 35,200 per annum.
J. P. Robinson	- - - -	51,000 "
Macgregor Laird	- - - -	44,000 "
G. M. Jackson	- - - -	37,950 "

Robert Guthrie, Esq., called in; and Examined.

2034. Chairman.] YOU are in the employment of the Peninsular and Oriental Steam Navigation Company?—Yes, as Nautical Inspector.

R. Guthrie, Esq.

2035. What do you produce?—This is a paper giving the distances from the different ports, from Suez to Calcutta, and from point de Galle to Hong Kong.

2036. Mr. Willcox.] What do you take as the basis of the calculation of the distances?—The ground that the vessel goes over; not the direct distances from one part to another, because the vessel is obliged to vary her course occasionally, but I have given the nearest distance by which the vessel can go from one port to another.

2037. Mr. Brown.] That is, by doubling the Capes, and so on?—Yes.

2038. Mr. Elliot.] The nearest sea distance?—Yes.

2039. What you have allowed for is the divergence that the vessel is obliged to make owing to the land?—Exactly.

2040. Chairman.] Have you also lists of the fares?—Yes.

2041. Sir J. Hogg.] Is that a list of the present fares?—It is.

2042. Has there been any reduction in the fares since the commencement

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R. Guthrie, Esq. of the contract?—I believe so, but it is not within my department; I belong to the nautical department.

6 July 1849.

2043. *Chairman.*] Does that list specify what the price paid is for the whole journey, or for parts of the journey?—It specifies the points.

2044. That is to say, if a person took the passage to Suez, and then came on to England, it specifies how much he would have to pay for coming to Suez, and how much more he would have to pay for coming on to England?—Yes.

2045. *Sir J. Hogg.*] Does the table of the fares include the transit of the passenger and his baggage from Alexandria to Suez?—Yes, it is all explained in the pamphlet.

2046. *Mr. Elliot.*] There seems to be one class of fares only; is there no second class of fares?—I think not, but every information is contained in the pamphlet; it is not in my department.

2047. *Chairman.*] Will you hand in those papers?—

[*The Witness delivered in the same, which are as follows:*]

Peninsular and Oriental Steam Navigation Company,
Offices, 122, Leadenhall-street, London, 4 July 1849.

STATEMENT of the Distance Run, and Calculation of the Mileage Rates of Mail Money under the Contract between Her Majesty's Government and the Peninsular and Oriental Steam Navigation Company, for the Mail Service between Suez and Calcutta, and Point de Galle and Hong Kong.

Suez and Calcutta:

Suez to Aden	-	-	-	-	-	-	1,338 miles.
Aden to Galle	-	-	-	-	-	-	2,150 "
Galle to Madras	-	-	-	-	-	-	572 "
Madras to Calcutta	-	-	-	-	-	-	771 "
							4,831 "
Return voyage	-	-	-	-	-	-	4,831 "
							9,662 miles.

$9,662 \times 12 = 115,944$, at 115,000*l.* = 19/10 per mile.

Point de Galle and Hong Kong:

Galle to Penang	-	-	-	-	-	-	1,213 miles.
Penang to Singapore	-	-	-	-	-	-	380 "
Singapore to Hong Kong	-	-	-	-	-	-	1,444 "
							3,037 "
Return voyage	-	-	-	-	-	-	3,037 "
							6,074 miles.

$6,074 \times 12 = 72,888$, at 45,000*l.* = 12/4 per mile.

(E. E.)
London, 4 July 1849.

R. D. Guthrie, Nautical Inspector,
Peninsular and Oriental Steam Navigation Company.

PENINSULAR AND ORIENTAL STEAM NAVIGATION COMPANY.

INCORPORATED BY ROYAL CHARTER, IN 1840.

Offices: 122, Leadenhall-street, London; 57, High-street, Southampton.

The present Establishment of the Company consists of the following Vessels:

	Tonnage.	Horse Power.	
Ripon, Capt. R. Moresby, 1. S.	-	1,500	450
Indus, Capt. J. Soy	-	1,400	450
Hindustan, Capt. S. Lewis	-	1,800	520
Bentinck, Capt. A. Kellock	-	1,800	520
Precursor, Capt. H. W. Powell	-	1,600	500
Haddington, Capt. H. Harris, n. c. s.	-	1,500	500
Oriental	-	1,600	500

} Between Southampton and Alexandria.

} Between Calcutta, Madras, Ceylon, Aden, and Suez.

6 July 1849.

	Tonnage.	Horse Power.	
Malta - - - - -	1,225	450	Between Bombay, Ceylon, Penang, Singapore, and Hong Kong.
Achilles - - - - -	1,000	420	
Pottinger - - - - -	1,400	450	
Pekin - - - - -	1,180	430	
Braganza - - - - -	800	280	
Lady Mary Wood - - - - -	650	260	Between Hong Kong and Canton.
Canton - - - - -	400	150	
Sultan - - - - -	1,100	400	Mediterranean and Peninsular Services.
Euxine - - - - -	1,100	400	
Tagus - - - - -	900	280	
Erin - - - - -	850	280	
Montrose - - - - -	650	240	
Iberia - - - - -	600	200	
Pacha - - - - -	600	210	
Madrid - - - - -	600	160	
Jupiter - - - - -	600	260	

The Lines of Steam Communication embraced by the Company's operations are as follows:

PLACES.	Date and Hour of Departure from the Southampton Docks.
India and China, <i>via</i> Egypt. (Overland Route.)	
Ceylon - - - - -	20th of every month, at 1.30 p.m.
Madras - - - - -	N. B.—When the 20th falls on a Sunday, the hour of departure is 9 a.m.
Calcutta - - - - -	
Penang - - - - -	20th of every month, at 1.30 p.m.
Singapore - - - - -	N. B.—When the 20th falls on a Sunday, the hour of departure is 9 a.m.
Hong Kong - - - - -	
Aden - - - - -	20th and 29th of every month, at 1.30 p.m.
Bombay - - - - -	N. B.—When the 20th falls on a Sunday, the hour of departure is 9 a.m. on that day; and when the 29th falls on a Sunday, the Steamer starts on the following day (30th) at 9 a.m.
Malta - - - - -	20th and 29th of every month, at 1.30 p.m.
Alexandria - - - - -	N. B.—When the 20th falls on a Sunday, the hour of departure is 9 a.m. on that day; and when the 29th falls on a Sunday, the Steamer starts on the following day (30th) at 9 a.m.
Constantinople - - - - -	29th of every month, at 1.30 p.m.
Sinope - - - - -	N. B.—When the 29th falls on a Sunday, the Steamer leaves on the following day (30th) at 9 a.m.
Samsoun - - - - -	
Trebizond - - - - -	Twice a month to and from Constantinople.
Vigo - - - - -	7th, 17th, and 27th of every month, at 1.30 p.m.
Off Oporto - - - - -	
Lisbon - - - - -	
Cadiz - - - - -	
Gibraltar - - - - -	
	N. B.—When the above dates fall on Sundays, the Steamers start on the following day (Monday) at 1.30 p.m.

TABLE showing the Length of Passage, under Ordinary Circumstances, from Southampton to the several Ports, the Dates of DEPARTURE and ARRIVAL OUTWARDS and HOMEWARDS, and the Length of the Vessels' stay at each Place.

Length of Voyage from Southampton under ordinary Circumstances	PORTS.	DATES of DEPARTURE from SOUTHAMPTON EVERY MONTH.	Dates of Arrival Outwards.	Stay of the Vessels Outwards.	Dates of Departure Outwards.	Dates of Arrival Homewards.	Stay of the Vessels Homewards.	Dates of Departure Homewards.	DATES of ARRIVAL at SOUTHAMPTON.
<i>Days.</i>									
3	Vigo	7th, 17th, and 27th	10th, 20th, 30th	3 hours	10th, 20th, 30th	21st, 1st, 11th	3 hours	21st, 1st, 11th	24th, 4th, 14th, from Vigo.
4	Off Oporto	7th, 17th, and 27th	11th, 21st, 1st	1 hour	11th, 21st, 1st	20th, 30th, 10th	1 hour	20th, 30th, 10th	24th, 4th, 14th, from Off Oporto.
6	Lisbon	7th, 17th, and 27th	13th, 23rd, 3rd	12 hours	14th, 24th, 4th	18th, 28th, 8th	24 hours	18th, 28th, 8th	24th, 4th, 14th, from Lisbon.
7	Calcutta	7th, 17th, and 27th	14th, 24th, 4th	13 hours	14th, 24th, 4th	10th, 20th, 6th	5 hours	10th, 20th, 6th	24th, 4th, 14th, from Calcutta.
8	Gibraltar	7th, 17th, and 27th	15th, 25th, 5th, Peninsular steamer.	13 hours	15th, 25th, 5th, Peninsular steamer.	10th, 20th, 6th	5 hours	10th, 20th, 6th	24th, 4th, 14th, from Gibraltar.
11	Malta	20th, Alexandria steamer	5th, and 20th, Mediterranean steamer.	6 hours	5th, 20th	24, 30th	6 hours	24, 30th	8th, 20th, from Gibraltar.
16	Constantinople	20th, Constantinople steamer	31st	12 hours	31st	14th	12 hours	14th	20th, from Malta.
16	Alexandria	20th, Peninsular and Oriental Company's steamer	10th	10th	10th	20th	12 hours	20th	8th, from Constantinople.
		throughout.	6th	48 hours	6th	10th		10th	20th
		20th, Peninsular and Oriental Company's steamer between Southampton and Malta.	10th at Malta						from Alexandria.
		Her Majesty's steamer between Malta and Alexandria.	18th, at Alexandria		18th			20th	8th
19	Suez	Peninsular and Oriental Company's steamer			10th	7th		7th	20th, from Suez.
27	Aden	20th, Peninsular and Oriental Company's steamer	17th	24 hours	18th	30th	24 hours	31st	26th
		throughout.	10th, at Malta						from Aden.
		20th, Peninsular and Oriental Company's steamer between Southampton and Malta.	19th, at Alexandria						8th
		Her Majesty's steamer between Malta and Alexandria.	30th, at Aden	24 hours	31st	10th at Aden	24 hours	11th	
35	Bombay	Hon. East India Company's steamer between Suez and Aden.	17th at Aden						
		20th, Peninsular and Oriental Company's steamers between Southampton and Aden.	25th at Bombay					15th	26th
		20th, Hon. East India Company's steamer between Aden and Bombay.	10th at Malta						from Bombay.
		20th, Peninsular and Oriental Company's steamer between Southampton and Malta.	19th at Alexandria						
		20th, Her Majesty's steamer between Malta and Alexandria.	8th at Bombay						8th
41	Ceylon	20th, Hon. East India Company's steamer between Suez and Bombay.	31st	24 hours	1st	15th	24 hours	1st	20th, from Ceylon.
46	Penang	20th	31st	6 hours	6th	10th	12 hours	10th	20th, from Penang.
49	Singapore	20th	31st	24 hours	10th	7th	24 hours	8th	20th, from Singapore.
55	Hong Kong	20th	31st	15th	10th	1st		1st	20th, from Hong Kong.
45	Madras	20th	31st	13 hours	6th	13th	13 hours	13th	20th, from Madras.
48	Calcutta	20th	31st	13 hours	6th	13th	13 hours	13th	20th, from Calcutta.
									10th, from Sandheads.

6 July 1849.

NAMES of the Company's Agents.

At Home.

Falmouth - W. & E. C. Carne. Southampton - J. R. Engledue, Supert.
 Glasgow - - - G. & I. Burns.

Abroad.

Aden -	- L. Thomas.	Leghorn -	- Thos. Pate & Sons.
Alexandria -	- James Davidson.	Madras -	- Robert Franck.
Athens -	- John Green & Co.	Malta -	- T. H. Holton, Acting Supert.
Bombay -	- Capt. H. Gribble, H. C. S.	Naples -	- W. J. Turner & Co.
Cádiz -	- A. de Zulueta.	Oporto -	- A. Miller & Co.
Calcutta -	- A. Emerson.	Penang -	- Brown & Co.
Ceylon (Galle)	Captain Twynam.	Rome -	- W. Macbean & Co.
Civita Vecchia	J. T. Lowe, jun.	Singapore	- J. S. Sparkes, Superintendent.
Constantinople	C. Hanson & Co.	Samsoun	- G. Guarracino.
"	Capt. B. W. Ford, Supert.	Sinope -	- C. Brunner.
Corunna -	- E. Santos, Vice-Consul.	Smyrna -	- Capt. Thomas Longridge.
Genoa -	- T. C. Curry.	Suez -	- Capt. W. Lindquist, H. C. S.
Gibraltar -	- W. J. Smith.	Trebizond	- F. J. Stevens.
Hong Kong	- J. A. Olding.	Vigo -	- Menendez & Barcena.
Lisbon -	- A. Vanzeller.		

INDIA AND CHINA, *via* EGYPT.

The Overland Route (Outward).

FIRST LINE.

Aden, Bombay, Ceylon, Madras, and Calcutta, Penang, Singapore, and Hong Kong.

With Her Majesty's Mails and Despatches, 20th of every Month, at 1.30 P. M.

N. B.—When the 20th falls on a Sunday, the hour of departure is 9 A. M.

The steam ships, "Ripon," "Indus" and "Hindustan" now run between Southampton and Alexandria; the "Bentick," "Precursor," "Haddington," and "Oriental," between Suez, Aden, Ceylon, Madras and Calcutta; and the "Malta," "Achilles," "Pekin," "Lady Mary Wood," and "Braganza," between Ceylon and Penang, Singapore and Hong Kong.

An experienced surgeon on board each vessel.

The Rates of Passage Money.

Passengers for Aden, Ceylon, Madras, Calcutta, Penang, Singapore, and Hong Kong, are booked throughout at the Company's Offices, including the expense of transit through Egypt, which is received by the Company for account of the Egyptian government.

Passengers for Bombay are booked only as far as they are conveyed by the Company's steamers, but an estimate of the cost of the passage throughout will be found in the table below.

R. Guthrie, Esq.

The rates of passage money have been lately considerably reduced, and are, including the expense of transit through Egypt, as follows:

6 July 1849.

FROM ENGLAND TO - -	ADEN.	CEYLON.	MADRAS.	CALCUTTA.
	£.	£.	£.	£.
For a gentleman, occupying a berth in one of the general gentlemen's cabins	77	113	118	127
For a lady, occupying a berth in one of the general ladies' cabins - - -	82	122	127	136
For a gentleman and his wife, a whole cabin throughout - - - -	214	290	299	317
Occupying one of the best reserved cabins throughout - - -	259	335	344	362
A Child with the Parent :				
5 years and under 10 - - -	50	65	70	80
2 " 5 - - - -	35	45	50	60
Not exceeding 2 years - - -	Free.	Free.	Free.	Free.
Servants :				
European, female - - - -	37	46	52	62
" male - - - -	35	44	50	60
Native, female - - - -	30	32	38	44
" male - - - -	26	28	34	40

FROM ENGLAND TO - -	BOMBAY.	PENANG.	SINGAPORE.	HONG KONG.
	£.	£.	£.	£.
For a gentleman, occupying a berth in one of the general gentlemen's cabins	107	134	142	165
A lady, occupying a berth in one of the general ladies' cabins - - -	112	143	152	175
For a gentleman and his wife, a whole cabin throughout - - - -	- -	332	350	396
Occupying one of the best reserved cabins throughout - - -	- -	370	395	441
A child with the parent :				
5 years and under 10 - - -	- -	70	75	85
2 " 5 - - - -	- -	50	55	65
Not exceeding 2 years - - -	- -	Free.	Free.	Free.
Servants :				
European female - - - -	- -	52	57	67
" male - - - -	- -	50	55	65
Native female - - - -	- -	39	44	49
" male - - - -	- -	35	40	45

CADETS, WRITERS, &c.

Rates of passage money to India, including expense of transit through Egypt, for cadets, writers, and other junior officers in the Hon. East India Company's service, on their first appointment.

	TO MADRAS.	TO CALCUTTA.
	£.	£.
In the Months of May, June, and July - - -	99	95
In the remaining months of the year - - -	100	105

The

The Company's steamers (vessels of about 1,500 tons and 450 horse power start from Southampton on the 20th of every month, at 1.30 p. m., (when the 20th falls on a Sunday, the hour of departure is 9 a. m.) and after calling at Gibraltar and Malta, and receiving at the latter place the mail of the 24th from England, brought from Marseilles to Malta by Her Majesty's steamers, arrive at Alexandria, under ordinary circumstances, in about 16 days from Southampton.

Passengers are conveyed through Egypt by the Transit Administration of his Highness the Pacha of Egypt.

The mode of transit is as follows: 1st Alexandria to Atfeh, a distance of 48 miles, by the Mahmoudieh Canal, in large track boats, towed by a steam tug or by horses.

2d. From Atfeh, at the junction of the canal with the Nile, to Boulac (the port of Cairo), a distance of 120 miles, by the river Nile, in steamers.

3d. Cairo to Suez, a distance of about 70 miles, across the desert; this part of the journey is performed in carriages.

The entire journey from Alexandria to Suez is performed with ease in about 60 hours, including a night's rest at Cairo, and a sufficient time for refreshment and repose at the central station between Cairo and Suez.

The following are extracts from the tariff of the Transit Administration:—

Passengers are furnished with three meals per diem, during the time they are *en route*, free of charge, but their expenses at hotels must be defrayed by themselves, as also wines, beer, &c. during their entire transit.

The portmanteaux, trunks, carpet bags, &c. of the passengers must bear the name and destination of the owners, such inscription to be legible and well secured.

On the arrival of each steamer the officer of the administration will attend to receive the luggage of passengers.

The administration will not be responsible for any loss or damage of luggage, nor for unavoidable detention.

The administration will at all times endeavour to employ the easiest means of conveyance, such as donkey chairs, &c. for invalids and sick persons.

The expenses of transit through Egypt included in the above rates of passage-money are as under:—

Transit Administration Tariff.		From Alexandria to Suez, and <i>vice versa</i> .
		£.
A lady	- - - - -	12
A gentleman	- - - - -	12
A child above 10 years	- - - - -	12
" of five years and under ten	- - - - -	8
" of two years and under five	- - - - -	6
" under two years	- - - - -	free
A European female servant	- - - - -	10
A European man servant or mechanic	- - - - -	8
A native female servant	- - - - -	8
A native man servant on a dromedary or donkey	- - - - -	4

At Suez passengers embark on board one of the Company's steamers for Aden, Ceylon, Madras, and Calcutta (vessels of about 1,800 tons and 500 horse power), which start from Suez about the 10th of every month, arriving in about seven days at Aden, where they coal, and transfer passengers and mails for Bombay to the Honourable East India Company's steamers; the steamer then proceeds to Ceylon, arriving there in about 20 days, at Madras in about 25 days, and at Calcutta in about 28 days from Suez.

Passengers for Penang, Singapore, and Hong Kong leave the main line at Ceylon, and there embark in one of the Company's branch steamers (vessels of about 1,000 tons and 400 horse power), and which arrive at Penang in about six days, at Singapore in about nine days, and at Hong Kong in about 16 days from Ceylon.

ADEN AND BOMBAY, *via* EGYPT.

The Overland Route (Outward).

Second Line (formerly 3d of every month, now) 29th of every month, at 1.30 p.m.

N. B.—When the 29th falls on a Sunday, the steamer starts on the following day (30th) at 9 a.m.

Southampton to Malta	- -	By this Company's steamers.
Malta to Alexandria	- -	By Her Majesty's steamers.
Suez to Bombay	- -	By the Hon. East India Company's steamers.

The Company's steamers for Malta and Constantinople start from Southampton on the 29th of every month, at 1.30 p.m. (when the 29th falls on a Sunday, the steamer leaves at nine o'clock on the morning of the 30th), arriving at Malta about the 10th of the month.

Passengers for Alexandria and Bombay are conveyed from Malta to Alexandria by one of Her Majesty's steamers, leaving Malta on the arrival there, from Marseilles, of the London mail of the 7th of the month.

R. Guthrie, Esq.

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Passengers are conveyed through Egypt by the transit administration of his Highness the Pacha of Egypt, and on arriving at Suez they embark on board the Honourable East India Company's steamers for Bombay.

PASSENGERS FOR BOMBAY.

The Company do not book the whole way to Bombay. If therefore passengers proceed by the first line (20th of the month), they have to pay, on board the Honourable East India Company's steamers at Aden, for their passage from Aden to Bombay. If they proceed by the second line (29th of every month), they will have to pay, on board Her Majesty's steamer at Malta, for the passage from Malta to Alexandria. They will have to pay the transit administration, at Alexandria, according to the above rates (see below), for their conveyance thence to Suez, and on reaching Suez they will have to pay, on board the Honourable East India Company's steamers, for their passage from Suez to Bombay.

The rates of passage money charged by Her Majesty's steamers between Malta and Alexandria, and by the Honourable East India Company's steamers, between Suez and Bombay, and Aden and Bombay, upon which the above passage moneys between Southampton and Bombay are calculated, are as follows, viz.:

TO OR FROM MALTA AND ALEXANDRIA.

Her Majesty's Steamers.

For a Lady, or a Gentleman - - - - - 12 *l.* 10 *s.*

TO OR FROM SUEZ AND BOMBAY.

The Honourable East India Company's Steamers.

For a Gentleman - - - - - 55 *l.*

For a Lady - - - - - 60 *l.*

TO OR FROM ADEN AND BOMBAY.

The Honourable East India Company's Steamers.

For a Lady, or a Gentleman - - - - - 30 *l.*

ESTIMATE OF THE EXPENSE OF A PASSAGE FROM SOUTHAMPTON TO BOMBAY.

FIRST LINE.—20th of every Month.

	FOR A GENTLEMAN.	FOR A LADY.
Southampton to Aden,—per Peninsular and Oriental Steam Navigation Company's Steamers, including transit through Egypt - - - - -	£. 77	£. 82
Aden to Bombay,—per Honourable East India Company's steamers - - - - -	30	30
£.	107	112

SECOND LINE.—29th of every Month.

	FOR A GENTLEMAN.	FOR A LADY.
Southampton to Malta,—per Peninsular and Oriental Steam Navigation Company's steamers - - - - -	£. s. 27 10	£. s. 27 10
Malta to Alexandria,—per Her Majesty's steamers - - -	12 10	12 10
Transit through Egypt - - -	12 -	12 -
Suez to Bombay,—per Honourable East India Company's steamers - - - - -	55 -	60 -
£.	107 -	112 -

It will be seen that the expense of passage money to Bombay is the same, whether a passenger leaves Southampton on the 20th or 29th of the month.

THE

THE HOMEWARD ROUTE.

FIRST LINE.

Calcutta, Madras, Ceylon, Hong Kong, Singapore, Penang, and Aden to England.

From Calcutta	-	-	-	-	on the 10th of the Month.
Bombay (Hon. East India Co.'s steamers)	"	"	"	"	15th "
Hong Kong	-	-	-	-	28th "

The company's steamers start from Calcutta (Sandheads) on the 10th of every month except in May, June, and July, when they start on the 5th. From Calcutta they call at Madras, Ceylon, and Aden, at which last place they receive the passengers and mails (brought so far by the Honourable East India Company's steamers) from Bombay. From Aden they proceed to Suez.

On landing at Suez, generally about the 7th of the month, passengers are conveyed through Egypt in the same way as described in the Outward Route, and, on arriving at Alexandria, embark on board the company's steamers for England, which convey them to Southampton, calling at Malta and Gibraltar. There is now no quarantine upon this line of steamers, and passengers are allowed to land at once at Southampton.

SECOND LINE.

Bombay and Aden to England.

The Honourable East India Company's steamers leave Bombay on the 1st of every month, except in the months of May, June, and July, when they leave about ten days earlier, viz. on the 20th of the month. On arrival at Suez, about the 17th of the month, the passengers are conveyed through Egypt by the transit administration of His Highness the Pacha of Egypt, and on arriving at Alexandria they embark on board one of Her Majesty's steamers, which conveys them to Malta, and from thence to Southampton in the steamers of the Peninsular and Oriental Steam Navigation Company.

Malta, (also Ionian Islands, in conjunction with Her Majesty's Steamers,) 20th and 29th of every month, at 1.30 p.m.

The company's steam ships for Malta are the "Ripon," "Indus," or "Hindustan," leaving Southampton on the 20th of every month, with Her Majesty's mails and despatches; and the "Sultan" or "Euxine," on the 29th of every month for Malta.

The company's vessels leave Malta, homewards, about the 14th and 26th of every month.

An experienced surgeon on board each vessel.

RATES OF PASSAGE between Southampton and Malta.

First Class.	Children 3 Years and under 10.	Second Class.	Passengers' Servants.
£. s. d.	£. s. d.	£. s. d.	£. s. d.
27 10 -	13 15 -	18 18 -	15 15 -

A child under three years of age, if with the parent, free.

ALEXANDRIA,—20th and 29th of every Month, at 1.30 p.m.

N.B.—When the 20th falls on a Sunday, the hour of departure is 9 a.m. on that day; and when the 29th falls on a Sunday, the steamer leaves on the following day, 30th, at 9 a.m.

The company's steam ships leaving Southampton on the 20th of every month for Alexandria, are the "Ripon," "Indus," or "Hindustan," with Her Majesty's mails and despatches; and the vessels leaving Southampton on the 29th of every month, are the "Sultan" or "Euxine." The passengers by the latter line are taken on, from Malta to Alexandria, in one of Her Majesty's steamers.

The dates of departure from Alexandria, homewards, are about the 10th and 20th of every month.

An experienced surgeon on board each vessel.

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RATES

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RATES OF PASSAGE between Southampton and Alexandria.

First Class.	Children, 3 Years and under 10.	Second Class.	Passengers' Servants.
£. s. d. 40 - -	£. s. d. 20 - -	£. s. d. 26 - -	£. s. d. 21 - -

A child under 3 years of age, if with the parent, free.

The vessels touch only at Gibraltar. The length of the passage from England to Malta, is about 11 days, and to Alexandria about 16 days.

By the vessel of the 29th of the month, passengers are booked only as far as Malta, whence passengers for Alexandria can proceed in one of Her Majesty's steamers.

CONSTANTINOPLE.—Also Sinope, Samsoun, and Trebizonde, by one of the Company's Steamers Trading between Constantinople and those Ports, 29th of every Month, at 1.30 p.m.

N.B.—When the 29th falls on a Sunday, the steamer leaves on the following day, 30th, at 9 a.m.

The company's steam ships now running to Constantinople, are the "Sultan" and "Euxine," on the 29th of every Month.

An experienced surgeon on board each vessel.

RATES OF PASSAGE between Southampton and Constantinople.

First Class.	Children, 3 Years and under 10.	Second Class.	Passengers' Servants.
£. s. d. 41 - -	£. s. d. 20 10 -	£. s. d. 27 10 -	£. s. d. 22 - -

A child under 3 years of age, if with the parent, free.

The company's steamers, on this line, touch at Gibraltar on or about the 6th day after their departure from England. At Gibraltar they stay for about six hours, and then proceed to Malta, where they arrive on or about the 11th day, remaining there from 12 to 24 hours. They then continue their voyage to Constantinople, arriving there in about 16 days, including the stoppages at Gibraltar and Malta. The company's steamers do not touch at Smyrna outwards.

These vessels leave Constantinople homewards, about the 19th of every month, touching at Smyrna, Malta, and Gibraltar.

PENINSULAR LINE.—To Vigo, off Oporto (weather permitting, and the Oporto Mails not having been landed at Vigo), Lisbon, Cadiz, and Gibraltar, under Mail Contract with Her Majesty's Government, 7th, 17th, and 27th of every Month, at 1.30 p.m.

N.B.—When the above dates fall on Sundays, the vessels start on the Monday.

The steam ships now running to the above ports, are the "Montrose," "Iberia," "Pacha," "Madrid," and "Jupiter."

With Her Majesty's mails and despatches.

RATES

6 July 1849.

RATES OF PASSAGE.

	First Class.			Children, 3 Years and under 10.			Second Class.			Passengers' Servants.		
	£.	s.	d.	£.	s.	d.	£.	s.	d.	£.	s.	d.
Southampton to Vigo	11	10	-	5	15	-	8	-	-	7	15	-
" Off Oporto	12	10	-	6	5	-	8	10	-	8	5	-
" Lisbon -	14	-	-	7	-	-	9	15	-	9	10	-
" Cadiz -	16	-	-	8	-	-	10	15	-	10	10	-
" Gibraltar -	17	-	-	8	10	-	11	5	-	11	-	-

A child under 3 years of age, if with the parent, free.

First class passengers are allowed 2 cwt. of personal baggage, free of freight; children, second class passengers, and servants, 1 cwt. each.

The charge for the conveyance of extra baggage, is 4 s. per cwt., between Southampton and the Peninsular Ports.

Passports for Portugal may be obtained at the Portuguese Consul-general's Office, 5, Jeffreys-square, St. Mary Axe; and for Spain, at the Foreign Office.

These steamers touch first at Vigo, where they arrive in about three days. They remain there about three hours, and then proceed to Lisbon, calling on their way off Oporto (weather permitting), arriving at Lisbon in about six days. At this port they remain from twelve to eighteen hours, according to circumstances. They then start for Cadiz, arriving there in about seven days. From Cadiz they proceed to Gibraltar, reaching there in about eight days from Southampton, including all stoppages.

These vessels leave Gibraltar homewards, generally, about the 5th, 15th, and 25th of every month, Cadiz about the 6th, 16th, and 26th, Lisbon on the 9th, 19th, and 29th, calling off Oporto on the 10th, 20th, and 30th, Vigo about the 11th, 21st, and 1st; arriving at Southampton about the 4th, 14th, and 24th of every month. The periods of stay at the ports homewards are about the same as on the outward passage.

Peninsular and Oriental Steam Navigation Company,
Offices, 122, Leadenhall Street,
London, 24th February 1849.

Reduction in the Rates of Passage-Money from *England to India and China*, in the Months of May, June, and July, and from *India and China to England*, in the Months of October, November, and December.

The Directors of the Peninsular and Oriental Steam Navigation Company beg to announce that they have determined upon making a considerable reduction (equal to about 20 per cent.) in the Rates of Passage Money to Ceylon and India, by the Company's Steamers leaving England in the months of May, June, and July of each year. The Passage-Money at these reduced Rates will be, for a Berth in the general cabins, including the charge of 12 l. payable to the Egyptian Government, for transit through Egypt.

	To Point de Galle.			To Madras.			To Calcutta.		
	£.	s.	d.	£.	s.	d.	£.	s.	d.
For a Gentleman - - -	94	-	-	97	-	-	105	-	-
For a Lady - - -	101	-	-	105	-	-	112	-	-

The Rates of Passage-Money to the Straits and China will also be reduced as follows:—

	To Penang.			To Singapore.			To Hong Kong.		
	£.	s.	d.	£.	s.	d.	£.	s.	d.
For a Gentleman - - -	115	-	-	123	-	-	146	-	-
For a Lady - - -	122	-	-	131	-	-	154	-	-

The Directors have adopted this measure, in the hope, that, by holding out such an inducement to passengers to book in those months of the year, in which, hitherto, so few have been conveyed, the number of passengers to India and China will be distributed more equally throughout the year than has hitherto been the case, and that the comfort of passengers, generally, will thereby be materially promoted.

Influenced by the same motives, the Directors have decided upon making a similar reduction in the Rates of Passage-Money from India and China to England, by the steamers leaving India in the months of October, November, and December.

R. Guthrie, Esq.

6 July 1849.

STATEMENT of the MILEAGE RATES at which the CONTRACT MAIL SERVICE is performed by the PENINSULAR AND ORIENTAL STEAM NAVIGATION COMPANY.

	Number of Miles per Annum.	Annual Payment for the Service.	Rate per Mile.	REMARKS.
1st. Peninsular Mail Service - - }	91,656	£. 20,500	s. d. 4 5 ½	
2d. Alexandria do.	70,944	24,000	6 9	-- This is the maximum rate, and the payment diminishes 500 <i>l.</i> per annum, every year the contract continues.
3d. India and China ditto - - }	219,360	160,000	14 7	-- The cost of coals, wages, and working expenses generally in the India and China Seas, are at least double the cost of the same in the Mediterranean and Atlantic.
Total number of Miles - - }	381,960			
Total Payment per Annum - £.		204,500		
Average Milage Rate of the Mail Service -			10 8 ½	

Note.—Up to a recent date, the Company performed an additional Mail Service of 70,944 miles in the Mediterranean, at the rate of 4*s.* 4 ½*d.* per mile.

C. W. Howell, Secretary.

Samuel Cunard, Esq. called in; and Examined.

S. Cunard, Esq.

2048. *Chairman.*] THE Committee are informed that you wish to leave London shortly, and that it will be a great inconvenience to you if your examination is not taken now; is that so?—Yes; I have been waiting for a month or six weeks, understanding that the Committee wished to examine me upon some points.

2049. You are connected with the contract to North America, which bears your name?—Yes, I was the originator of that contract.

2050. Will you state to the Committee shortly when that contract will expire?—It will expire in nine years.

2051. Was it taken by public tender, or by private arrangement?—It was taken by private arrangement.

2052. Is there any term or condition in the contract by which it may be extended?—No.

2053. *Sir J. Hogg.*] Before you took the contract by private arrangement, was there any public advertisement for tenders?—There was.

2054. Were any tenders delivered in, in consequence of the public advertisement?—Yes.

2055. *Mr. Elliot.*] Were you one of the parties to those public tenders?—No.

2056. *Sir J. Hogg.*] Was either of those tenders accepted?—Neither of them was accepted.

2057. *Mr. W. Brown.*] Do you know what those tenders were?—Yes.

2058. Will you state what they were?—There were two tenders given in five or six weeks after the notice. The notice was issued on the 7th of November 1838, and under that notice the tenders were to be put in on the 15th of December in the same year. There was one tender put in by the Great Western Steam Ship Company to perform the service to Halifax only, refusing positively to do the New York part; they proposed to go once a month to Halifax, with three vessels of 350-horse power, for 45,000*l.* And there was another tender put in two days afterwards, but within the time allowed

allowed by the notice, by the St. George's Steam Packet Company. They proposed to go once a month from Cork to Halifax for 45,000*l.*, and for 65,000*l.* if they included New York, with vessels of 240-horse power; that was for seven years. Those tenders were not accepted; but subsequently I made a proposal to the Government; I had a plan of my own, which I proposed. I submitted that by going once a week the whole of the letters would be taken by our steamers, and the American packet ships that had previously carried the letters would cease to carry them; and I offered to do this service at less than half the rate proposed by either of these tenders. The Government entertained my plan, but it was agreed that I should only go twice a month to make a trial; and I agreed to do that service for 60,000*l.* The lowest of the other tenders was 130,000*l.* for the two voyages, or 65,000*l.* for one voyage.

2059. Mr. Cowper.] Were any calculations made by the Government at that period?—Yes; the present Chancellor of the Exchequer, Sir Charles Wood, and the present First Lord of the Admiralty, Sir Francis Baring, entertained my plan; and they took a great deal of pains in going through the calculations with me; they spent many hours at different times in going through the calculations and routes with me, and the result was that I agreed to take the mails twice a month for 60,000*l.*, including Halifax, Boston, and Quebec. That was a great deal more service than the other parties were to perform; they offered to go only once a month for 65,000*l.*

2060. Mr. W. Brown.] Was there any limit as to the horse-power?—I was to use vessels of 300-horse power under the first contract.

2061. Mr. Elliot.] For how many years was that contract?—Seven years; the same term as the other parties put in tenders for.

2062. Mr. W. Brown.] Did the first contract expire?—It was taken to commence from the 4th of July 1840, nine years ago.

2063. Mr. Elliot.] Were the rates of sailing at which you contracted to perform the service the same as the other parties offered to do the service at?—The vessels they tendered could not have performed the work at all; but there was no specific rate named. I am very glad to have an opportunity of making this statement, because I know that it has been stated repeatedly in the House of Commons and elsewhere, that this contract was given to me by private arrangement, very disadvantageously to the country; instead of that the country is very much indebted to Sir Charles Wood and Sir Francis Baring for making this arrangement; because what the Government gave me was repaid; and in fact the country have given me nothing, and instead of its being a disadvantageous contract to the country, those gentlemen saved the country 130,000*l.* a year, and established a beautiful line of communication between the eastern and western world, without any cost to the Government, and in substitution of the old line of sailing gun-brigs, which cost the country a good deal of money, and which were designated "coffins," and very justly so, for hundreds of people were buried in them every year; so that I say, that so far from those gentlemen deserving censure for making this arrangement, the country at large is very much indebted to them for making it.

2064. What do you mean by its being without any cost to the Government?—The whole sum that they paid me was received back in postage, whereas the other vessels that were tendered would not have done for the service; they were insufficient vessels. The tenders specified the size of the vessels, and the largest was 412 tons, with which they proposed to perform the service.

2065. Mr. Cowper.] What was the size of your vessels?—Twelve hundred tons.

2066. Mr. W. Brown.] Under your former contract you were to carry the mails twice a month, and under the present contract the despatches are weekly; how has that alteration been brought about?—In my original plan I proposed to do it once a week. My plan was entertained by the Government, but they said to me, "You had better first try it twice a month." I did so; but some time afterwards I found that there were two companies forming in New York to get up lines of steamers between New York and this country, and I came over to England to suggest to the Government that the original intention should now be carried out, and after a great deal of negotiation it was agreed that the proper time had arrived for extending the contract. I was most anxious to have it done, because I knew the consequences of having these

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these rival lines of packets running against us, and that it would affect the Government more than it would affect us; I could not increase the number of passengers, but the number of letters would be considerably increased, or doubled, because if one person writes, the whole must write. The Government acceded, and it was agreed that the contract should be extended; but when I came to get it extended, the Treasury would not give me the money that had been previously agreed on. They took 25,000*l.* a year off me at the time of the extension. It was, I consider, a very unjust thing; but I was very anxious, in order to prevent the formation of those two companies, to carry out the measure, and I would have taken anything almost in order to prevent it; therefore I took the sum that Mr. Goulburn offered me, though it was very unjust. I beg to say this, not with any disrespect to Mr. Goulburn; he did it to save the money to the country, but he took 25,000 *l.* a year from me for the good of the country.

2067. *Chairman.*] You performed the service twice a month for 60,000 *l.*?—Yes.

2068. How much did you receive when you did the service four times a month?—By my former contract it was 60,000 *l.* for twice a month; it was afterwards extended to 90,000 *l.* in consequence of additional vessels and larger size being required.

2069. *Mr. Willcox.*] How often did you go under the first contract?—Twice a month.

2070. *Chairman.*] It was extended to 90,000 *l.* for twice a month?—Yes, it got up to 90,000 *l.* and then 5,000 *l.* was taken off for the discontinuance of the St. Lawrence part; that brought it down to 85,000 *l.*; at the time I had this extension it was 85,000 *l.* a year.

2071. *Mr. Elliot.*] Will you proceed to give in detail the different changes that took place?—I pressed Mr. Goulburn very much; the Lords of the Admiralty agreed that my plan was a good plan, and that the time had come for extending it; and Mr. Goulburn also agreed; but he said he would not give me the sum agreed for in my contract; my contract at that time was 85,000 *l.* for going twice a month. In my contract there was a clause, that whenever the Government should require me to go four times a month, the same rate in proportion for the service should apply. That is, if I did it three times a month, it would be as three to two; and if I did it four times a month, it would be as four to two. But he took 25,000 *l.* off; he gave me 60,000 *l.* in addition, instead of 85,000 *l.* in addition. This was not a new contract, but merely an extension, and it was provided for in my old contract.

2072. You received 60,000 *l.*, and 85,000 *l.*?—Yes, making 145,000 *l.*; I now receive 145,000 *l.*

2073. *Mr. W. Brown.*] Was that connected with carrying the mails to Bermuda?—No, the contract for Bermuda is an old contract which I have had for 25 or 30 years. I did not succeed in my plans; three or four months were occupied in making my arrangements with the Government; the American lines were formed, and they will now divide the passengers and letters with us.

2074. *Chairman.*] What is the rate per mile which you receive for the contract?—I never calculated that.

2075. *Mr. W. Brown.*] What is your average speed?—Eleven knots an hour.

2076. *Mr. Elliot.*] What was the ground that Mr. Goulburn took for reducing you 25,000 *l.*?—None other than that he would not give more money for it. I pointed out to him that I was entitled to it, and he took the opinion of the Crown officers upon it, and they gave in answer that I was entitled to it, provided the Government should ask me to do the service. But I was anxious to have it done, in order to stop those new lines, even if I got scarcely anything for it; and I had an ulterior object in view.

2077. Had there been a great increase of postage in the meantime?—Yes; the postage received was more than the sum we received.

2078. *Chairman.*] Will you state what is the service you now perform for 145,000 *l.*?—I start every week from Liverpool to Halifax, and thence to New York and Boston alternately.

2079. And you return in the same way?—Yes. We are at liberty to go to New York without going to Halifax; and we shall, I dare say, when the opposition comes from New York, do so.

2080. With

2080. With reference to the Bermuda contract, what is the nature of that contract?—I have a contract for the conveyance of the mails between Halifax and Bermuda.

2081. How long has it existed?—For 25 or 30 years by sailing vessels.

2082. Is that now performed by steam-vessels?—Yes.

2083. How long has that been so?—About a year; I took it at the same rate at which I had done it before with sailing vessels.

2084. There was a substitution of steam-vessels for sailing vessels, at the same rate?—Yes.

2085. *Mr. W. Brown.*] What power of steam-vessels are you bound to have?—I am bound to have them of 50-horse power; but I have steamers of between 80 and 90-horse power.

2086. *Mr. Elliot.*] How long does it take?—Between three and a half and four days.

2087. What is the amount of that contract?—£4,460.

2088. *Chairman.*] How often do the vessels run?—Twice a month, to correspond with the vessels calling at Halifax from England.

2089. The time for those vessels has not been extended weekly since the extension of time for the packets between England and the United States?—No; the packets go weekly to New York and Boston, but the Bermuda line of packets is continued as it was before.

2090. *Mr. Elliot.*] At what rate of speed do the vessels run?—I think they go about eight knots; they are not so quick as vessels with paddle-wheels.

2091. *Mr. Cowper.*] Have you found those screw-propelled vessels answer in those seas?—They do answer very well in coasting, and in making short voyages.

2092. Even the voyage from Halifax to Bermuda you find well suited for screw propellers?—Yes; the vessels are not very regular; in some instances the time has been extended from three and a half or four days to six days.

2093. *Mr. Mangles.*] With screw propellers, as well as with paddles, is it not necessary to have a proportion of power to the tonnage?—Yes, I have given more power than is called for, and more than is usually given, because I was determined to do it well; I was bound to give 50-horse power to a 350-ton ship. I have given a 360-ton ship from 80 to 90-horse power.

2094. Do you believe that with a screw propeller a less proportion of power to tonnage would answer?—Yes, much less; it is generally estimated that the power shall be one-sixth or one-seventh of the tonnage as an auxiliary; for instance, a ship of 600 or 700 tons might do with a propelling power of 100-horse power; with paddle wheels they generally use a third; we use about one to two and a half in our large ships.

2095. *Mr. Cowper.*] You have not introduced the screw propeller into any of your large steamers that run across the Atlantic?—No.

2096. *Mr. Mangles.*] You observed that you used the screw propellers as an auxiliary; do you mean that you use sails?—Yes; the vessels are regularly rigged as sailing vessels, and when the wind is in their favour they use only sails, and when there is light wind against them they use the screw propellers.

2097. *Mr. Brown.*] Have you any means of judging; if you had two vessels, one with paddle wheels and the other with screw propellers, which would be more efficient?—For long voyages paddles unquestionably are the best; there can be no doubt upon the subject. I have had the experience of many voyages, and I think there can be no doubt of it; but the screw propeller is an excellent auxiliary to a sailing ship, but to carry mails with regulated time you must have paddle wheels.

2098. *Mr. Willcox.*] You cannot, with screw propellers, depend upon their arrival with sufficient regularity for the conveyance of the mails?—No.

2099. *Mr. W. Brown.*] Do you carry any letters to Bermuda for distribution in the West-India Islands?—Yes; the Admiral there wrote home to the Admiralty to get his letters sent in that way; he gets them much more quickly than in any other way, and other persons have directed their letters in that way.

2100. *Mr. Willcox.*] Have you any return of the distances that you run per annum?—I have.

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2101. *Chairman.*] Does it contain the rate per mile at which you carry the mails?—Yes.

[*The Witness delivered in the same, which is as follows :*]

NORTH AMERICAN LINE OF ROYAL MAIL STEAM PACKETS.

The annual distance performed between Liverpool and New York, calling at Halifax going and returning, forty-four voyages each way, may be estimated at 272,800 miles, equal to 10s. 6½d. per mile.

S. Cunard.

Lund, 9^{te} die Julii, 1849.

MEMBERS PRESENT.

Sir James Hogg.
Sir William Clay.
Mr. Brown.
Mr. Cowper.

Mr. Cardwell.
Mr. FitzRoy.
Mr. Willcox.

J. W. HENLEY, Esq. IN THE CHAIR.

Andrew Henderson, Esq., called in ; and further Examined.

A. Henderson,
Esq.

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2102. *Chairman.*] THE Committee have determined not to go into any question antecedent to the formation of the bargain with the Peninsular and Oriental Company of 1844 ; all the matters with regard to the India, and the East India Company, and the various steam companies, we consider not within the limits of our inquiry, therefore you will be good enough to confine your answers to the questions which are put, so far as relates to the dealings with the Peninsular and Oriental Company, that led to the formation of the contract which they now enjoy, for conveying the mails from Suez to Calcutta, and from Ceylon to Singapore. You have stated in the former part of your evidence, that you sent in a scheme and an offer to the Admiralty with reference to that service?—Yes.

2103. At what date was that sent in?—The papers which I have given in show that it was not only sent in but received by the Admiralty. There are four letters from the Treasury, the Post-office, the Board of Control, and the Admiralty, addressed to "Mr. Andrew Henderson," acknowledging the receipt, on the 1st January 1844, of the proposed plan for the acceleration of the Indian mails ; the scheme is based on the fact, that with the exception of 840 miles between Malta and Alexandria, there are now two distinct lines of communication employed conveying one mail. By separating the two lines into two distinct monthly mails, details of the distances and of arrivals and departures are given to show that by separating the mail service between Marseilles and Alexandria by Her Majesty's packets, and between Suez and Bombay, the Indian government packets from the line between Southampton and Alexandria and between Suez and Calcutta by contract vessels, a bi-monthly mail would be established at a trifling increase of expense, certainly less than the increase of postage from two mails.

2104. That was sent to the Admiralty, the Post-office, and the Board of Control, on the 1st January 1844?—Yes.

2105. Was that scheme accompanied with any tender?—It was as to the China mail.

2106. Was it at that time, or was it subsequently, that the tender for the China mail was put in?—It was at that time.

2107. Was there with that paper any calculation as to the probable passenger traffic, or was it at a subsequent time that you sent in a communication with reference to the passenger traffic?—There is some reference to it here ; the calculation of the passenger traffic was not made out then. It says, "This service, if undertaken by Government vessels, could be established in a few months. Should it be performed by contract steamers, in addition to the returns from passengers, the assistance of Government would be needed to the extent of from 20,000 l. to 25,000 l. a year."

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2108. *Mr. Couper.*] There is no calculation as to the amount to be received from passengers?—No, not in that communication, but there is in another communication.

2109. *Chairman.*] Did you afterwards send in to any Government office, and if any to what, any detailed calculation of the probable receipt of passage money between Suez and Calcutta?—This is a paper which was drawn out when the question was in discussion as to its being done; it was drawn out about February 1844.

2110. *Mr. Fitz-Roy.*] A month after you sent this scheme?—Yes; it was circulated among the different people during the discussion; it was at that time publicly reported that the Peninsular Company had got the contract for some enormous sum, and I drew out this paper for the purpose of showing from the experience of the "India," for one year, what the receipts from traffic were likely to be.

2111. *Chairman.*] Did you send that in to the Admiralty?—I took it several times to the Admiralty about May, or before May; I was repeatedly going to the Admiralty to ask why I could not get any answer to my tender; several times I applied to Mr. Crofton Croker, for a reply to my official letters; and I recollect one instance meeting Mr. Carleton, and either Mr. Anderson or Mr. Willcox; I went in there and those gentlemen got up, and I said, "I have come here upon a matter that concerns you, viz. to get an answer about my tender;" and I gave in this paper, showing what the traffic was.

2112. *Sir J. Hogg.*] You have not answered the Chairman's question whether you sent in to the Admiralty a copy of the paper which you have in your hand?—I am quite certain that I handed in this paper to the Contract Packet Office.

2113. *Mr. Couper.*] In whose hands did you place that paper?—In Mr. Crofton Croker's hands, either a written copy or a lithograph.

2114. At what date?—I think about June or July.

2115. Did you put it into Mr. Croker's hands as a private affair between you and Mr. Croker?—No, I said, "Here is evidence of the traffic;" I said to him, frequently, "Why do you shelve my papers; why do not you give me an answer?"

2116. If you wanted to communicate that paper to the Admiralty why did you not send it officially; why did you put it into the hands of a clerk?—Because in my several interviews I was always referred to the Contract Packet Office, and I could not get any answer to my letters.

2117. Have you any reason to believe that that paper was given to the Admiralty?—It was handed over to the Admiralty with my other papers.

2118. You are not aware that Mr. Croker ever treated it as an official document, and put it in the ordinary official course?—I was informed that Mr. Sidney Herbert, the Secretary of the Admiralty, had never heard of paper or tender till the month of August.

2119. That might be because you had never sent it to the Admiralty?—I sent it in the same official way as I sent the others.

2120. Did you, or did you not, send it in an official way?—I afterwards had an interview with Admiral Bowles, and, to the best of my recollection, I gave the paper to him.

2121. Now you say you gave it not to Mr. Croker, but to Admiral Bowles?—The paper was given in all directions.

2122. Have you any distinct recollection of giving it to Admiral Bowles?—I have a perfect recollection of giving it to him; whether he kept it or not, I do not know; but the Admiralty would not answer my letters.

2123. You admit that you never sent in the paper officially to the Admiralty?—I dare say I could prove that I had done it.

2124. *Chairman.*] Will you be good enough to continue your statement of the matter?—From returns, "the cost of the monthly Indian mails, for the year ending the 5th of January 1843, are shown to be 114,000 *l.*, while the returns from postage by both routes was 63,977." It is shown that for the Bombay and Suez line the Indian Government had a fleet of nine war and packet steamers stationed at Bombay, with an efficient engineering establishment and docks. That a monthly communication between Calcutta and Suez would require four large steamers, and to keep them in effective repair would require an outlay of 40,000 *l.* in Calcutta for dry dock and machinery, which

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with four steamers, coal depôts, &c. would render necessary a capital of 400,000 *l.* That the distance to be steamed being 115,000 miles a year, it would be necessary, if vessels of 500 horse-power were used, to send 25,000 tons of coal to Calcutta, Madras, Ceylon, Aden, and Suez every year, at a cost of some 75,000 *l.*, and the expense of maintaining this line may be estimated as follows: if in the Atlantic steamers the cost has been from 21 *s.* to 26 *s.* a mile, the cost in India may be estimated at 30 *s.* a mile, which (for the 115,000 miles) would entail an annual outlay of 172,000 *l.* From the result of the last two years, the return from passengers on this route may be fairly estimated at between 100,000 *l.* and 125,000 *l.* a year; so that the assistance needed from Government to establish this line would be about 60,000 *l.* a year, either in money or coals. The extension of the line from Ceylon to Singapore would be established by two vessels belonging to the Bengal Government, and the line between Singapore and China, by steam vessels from the China squadron, or if this service is performed by contract steamers, these two lines would need the aid of Government to the extent of some 40,000 *l.* per annum: for the Calcutta line, requiring accommodation to the numerous passengers from that part of India, there are belonging to two Calcutta steam companies, the "India," already on the line in 1842, and the "Precursor," in London, all ready for service; and belonging to the Peninsular and Oriental Company, the "Hindustan," now employed on the line, and the "Bentinck," on her passage out to India. As it appears from the estimates that the aid of Government is needed for this line to the extent of 60,000 *l.* a year, expediency would suggest that if this sum was apportioned to the 12 voyages according to the monsoon and passage money, the service could be effected early in 1844 by alternate voyages being undertaken by the two vessels belonging to the London and Dublin party, or Peninsular and Oriental Company, and those belonging to the Calcutta companies, local or Indian parties who have invested their capital in the undertaking. From the failure of all such enterprises in India in 1844, unaided by Government, such an establishment offers no inducement to speculators to undertake it, so that, if steam navigation in India is to keep pace with the rapid strides it is making in Europe, such an establishment (as dry dock and engineering work) must be undertaken by the Government in Calcutta as it is in Bombay. If the mails in India are to be conveyed by contract steamers, the whole management of which must be in that country, it would seem but reasonable that the contractors should be resident in India, and that recipients of aid from the Indian Government should be there to be accountable for the fulfilment of their engagements. The plan proposed by the Peninsular and Oriental Company, of conveying the mails between Suez and Bombay by the large vessels that also convey the passengers between Calcutta and Suez, is highly objectionable. A monthly mail via Ceylon to Penang, Malacca, Singapore, and China is proposed; the details of the distances, time of arrival and departure, are given in connexion with the Suez, Ceylon, and Calcutta line in a tabular form. The proposals "that the duty of conveying the mails between Bombay and Suez should be transferred from the officers and vessels of the Indian Government to those of the Peninsular and Oriental Company of London, with a grant of 80,000 *l.* a year, were based on the assertion and assumption at public meetings and through the press, that the steam vessels of the Indian Government are incapable of performing the service with efficiency. A comparative statement of the performances of the vessels and means at the disposal of each party will demonstrate how far this is borne out by facts. At Bombay, of the Indian Navy, nine war and packet steamers; at Calcutta, seven steamers. Peninsular and Oriental Steam Company have in India, the "Hindustan" and "Bentinck." A copy of a letter dated 10th May 1844, from Andrew Henderson, addressed to Sir John Barrow, Baronet, Secretary to the Admiralty, referring to the above paper, submitted for their consideration, stating that having been in correspondence with the Honorable East India Company in the employment of the "India" of 300 horse power, and 840 tons, old measure, in the conveyance of mails between Ceylon and China, was yesterday informed the arrangements for the contracts would be entered into by the Admiralty, and therefore forwarded memoranda of the plan proposed, and the terms on which he was prepared to undertake the conveyance of a monthly mail between Ceylon and China. That was what I alluded to just now; that as soon as I

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heard that, I went to the Admiralty, and wrote that letter, which is in the Admiralty. I heard no more of that, but in reply, I got a letter from Sir John Barrow, of the 14th of May, to this effect: "Having laid before my Lords Commissioners of the Admiralty your letter of the 10th instant, with its enclosures, relative to the establishment of a monthly mail communication between Ceylon and China, I am commanded by their Lordships to acquaint you, that they will give you no further trouble on the subject." Here I must state, that when the Admiralty told me that they would give me no further trouble, they had adopted every one of the measures which I proposed to them, in opposition to the Peninsular Company. The Peninsular Company's proposals did not refer to China. My proposal was based on continuing the present line; in fact, obliging them to continue the passenger communication between Suez and Calcutta for 20,000 *l.* a year. The offer alluded to is already published in the Minutes, in answer to Question 1831. The Admiralty gave us no answer to our letter, and the shareholders of the "India," who were then resident in England, were therefore called together; and on the 16th of June, they drew up a letter, which was sent in on the 19th, for it took some time to get the signatures of the shareholders. It is in evidence, in answer to Question 1874. When that letter was transmitted, it enclosed certain papers: B. No. 1, being a memorial of shareholders of East India Steam Company to the Court of Directors of the East India Company, for remuneration for their losses in establishing steam communication between Suez and Calcutta in 1842, and employment with public aid in future; B. No. 2, being letter to the East India Company, 9 April 1844, stating the expenses of the "India" maintaining the communication, exceeding her earnings some 15,000 *l.*, besides interest and depreciation, offering to undertake the mail service between Ceylon and China; B. No. 3, being the reply of the East India Company, 29 May 1844: that as the establishment and conduct of steam communication between Ceylon and China are questions to be determined upon by Her Majesty's Government, our application must be addressed to the Lords of the Admiralty; and also any communication with respect to the mails between Suez and Calcutta must be addressed to the Lords of the Admiralty; B. No. 5, being a memorandum of performances of the India, 14,000 miles under steam; a tracing of plan of the India as built; B. No. 7, being tracing of drawing of new boilers; B. No. 8, being tracings of alterations, showing plan and section of deck and specifications; B. No. 9, being drawing of screw vessel, 425 tons, proposed. Those were the papers which were submitted to the Admiralty for the purpose of their ascertaining whether she was or was not a fit vessel to perform the mail service. This is a paper showing the alterations proposed to be made in the steamer to make her an efficient steam packet; the plans are all given, and the details of what was to be done to her; she was to have new boilers, and to be cut down, and to be like the "Hibernia," or any of our best steam packets. One reason given why she was not taken was, that she was not a fit vessel, and therefore these alterations were proposed to be made in her.

2125. Have you anything to show that the Admiralty gave that reason for not taking?—They told me that our tender could not be received, because the Peninsular and Oriental Company had said that they would do the service with a vessel of 400 horse-power.

2126. Who told you so?—Mr. Crofton Croker.

2127. Having gone through those papers, can you now answer my question, whether or not you did send in to the Admiralty, or give in any detailed statement of the amount to be received from the passenger traffic between Suez and Calcutta?—This paper which I was speaking of was drawn up and circulated in several departments of the Admiralty; I have a recollection of leaving one of them at the Contract Packet Office; there were a great many of them sent in, some in my handwriting, and some in lithograph.

2128. Mr. Willcox.] You left them at all the departments?—I recollect showing a copy to Admiral Bowles, and I am certain I left it with Mr. Crofton Croker. It was headed thus: "Progress of Private Enterprise in Ocean Steam Navigation, with details of Government payments, receipts from postage, the cost and traffic; showing the distance steamed on the various lines established between 1838 and 1844; the amount paid by Government for conveying the mails, and the amount received for postage in 1842 (from Parliamentary Papers No. 284 of 1843, and No. 207 of 1844), showing the cost and return per

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mile. The number, tonnage, and horse power of the steamers employed on each line, showing from published documents and actual accounts rendered to proprietors, for all except the traffic of East India lines, obtained from published lists of passengers, and the expense of the Peninsular Company's two lines estimated. That on the New York line, the British Queen and President, 12 voyages, the total cost, including capital, was upwards of 39 *s.* a mile, and the returns from traffic 31 *s.* a mile. That on the West India line, the Royal Mail Company's Vessels, in 1842 and 1843, averaged about 23 *s.* a mile, and the return from traffic 4 *s.* 6 *d.* a mile. That from actual accounts the cost of maintaining the "India" during 1842, on the Calcutta and Suez line, 38,080 miles, was 24 *s.* 9 *d.* a mile, and the traffic 14 *s.* a mile, showing that the aid necessary from Government was nearly 11 *s.* a mile the first year, though remuneration refused for either letters or despatches. For 1843, showing that the same service was performed by the Peninsular and Oriental Company with a vessel of 500 horse power; that the total cost estimated was 31 *s.* 6 *d.* a mile, and the return from traffic 34 *s.* 6 *d.* a mile, independent of a grant of 20,000 *l.* a year from the Indian Government, on condition of their performing 38,080 miles the first year, or at 10 *s.* 6 *d.* a mile; 57,120 miles the second year, at 7 *s.* a mile; and 114,200 the third, at 3 *s.* 6 *d.* a mile. With reference to the Calcutta and Suez line, in 1845, the Peninsular and Oriental Company's offer was 125,500 *l.*, or 22 *s.* a mile, as terms of contract proposed to Government, and said to be under consideration. Lastly, that on the Bengal and Suez line there is no necessity for such monopoly of contract, because Government have established a mail line to Bombay, and this passenger line having been established in 1842 by private enterprise, that was refused the aid granted the Peninsular and Oriental Company in 1843 and 1844, there already exists the greatest passenger traffic of 34 *s.* a mile; to submit to the late demands of the Peninsular Company without fair and open competition, would be to establish a costly and unjust monopoly." Copies of which were circulated and left at the Contract Packet Office at the Admiralty, and other departments, on personal application for a reply to the tender made during the Session of Parliament.

2129. *Chairman.*] This copy was left at the Contract Packet Office before you received any answer to your tender to do the China part of the service?—To my own individual tender I got an answer two or three days after it was sent; but we sent in a letter after that from the shareholders of the "India" resident in this country.

2130. *Mr. Cooper.*] Was that statement given in before or after the 14th of May?—After the 14th of May. I heard on the 9th of May from the East India Company that the arrangements were then to be transferred to Her Majesty's Government; and I immediately went to the Admiralty and took the papers with me, and in the office I wrote the letter to Sir John Barrow, and I think I had an interview with him. I had some trouble to get the shareholders who were in England to sign the tender. On the 19th of June we sent in a tender, which was signed by myself and the other four shareholders of the "India" steam company resident in England.

2131. That was after the 16th of June?—Yes, it was while I was applying for an answer to that second tender, which I never got, that I went repeatedly to the Admiralty.

2132. *Chairman.*] While you were applying for the answer to the second tender, the calculation of traffic was put in?—Yes.

2133. Will you proceed?—As I could get no redress or no answer I applied to Mr. Hume; he said he would assist me, but he thought the thing could not be as I said it was.

2134. *Mr. Cardwell.*] At what date was that?—It must have been early in August. On the 6th of August Mr. Hume gave me a note to Mr. Goulburn, and I went to Mr. Goulburn with the note, and explained the matter to him; and he told me that it was quite a mistake, and that I must be under a misapprehension as to the nature of the proposed arrangements for the conveyance of the mail to Calcutta; that the Treasury in this case, as in that of the Bombay mail, had nothing to do with the conveyance beyond Alexandria; and that the Treasury proposed on the Calcutta line to pay an annual sum to the East India Company, and they would provide for the conveyance of the mails, either by their own steamers or by contracts with individuals, as seemed to them best. I was told to address myself to another quarter,

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to the East India Company. I may state that Mr. Goulburn told me distinctly, that Government had nothing to do with making the contracts; that it was not an affair of theirs; and he referred me to the East India Company. On the 8th of August I waited upon Mr. Melvill, the Secretary to the East India Company, showing him a note from Mr. Goulburn to Mr. Hume; and Mr. Melvill distinctly stated that Mr. Goulburn was quite in error in supposing the East India Company had anything to do with the contracts, as all they had to do was to pay a certain sum, and Her Majesty's Government were to make the contracts. I saw Captain Lock, the director, who confirmed Mr. Melvill's statement. The same day I went to the House of Commons, and through Admiral Dundas obtained an interview with the Honourable Sidney Herbert, and on asking him if the statement in the "Times" of all the contracts being given to the Oriental Company was true, he distinctly stated that they were not settled, and that any application should receive fair consideration; and he desired I would write to him on the subject. On the same day, the 8th of August, the following short petition was delivered in to the House of Commons:—"The humble petition of the undersigned merchants, shipowners, and shipbuilders, sheweth, that your petitioners are deeply interested in the welfare of the mercantile navy, not only as British subjects viewing in that navy the means of commercial prosperity, and the nursery of seamen for the defence of their country, but also as having extensively engaged their capital in shipping, in the confidence that their efforts would be unfettered by monopoly and unopposed by any other than fair and equal competition. That for several years the appropriation of large amounts of public money in favour of a few steam-boat companies have operated to the serious prejudice of your petitioners, to the depression of shipping property, and to the disadvantage of the public; assisted from the national purse, those companies have been enabled to undersell their competitors in the markets of freight and passengers, thus enforcing on them submission to prices unprofitably low, or abandonment of the field, otherwise open to free adventure, and tending to place the public at the mercy of those companies by establishing a virtual monopoly. That your petitioners are informed that further large grants of public money for similar appropriations have been asked, and may be accorded; they believe that such grants so applied would occasion injury and injustice to themselves, and would militate with the policy and duty of impartially protecting and encouraging the general interests of merchant shipping; such advantages exclusively conferred on a few companies are evidently calculated to impair or destroy that fair and equal competition so necessary to stimulate mercantile enterprise, and encourage the employment, and sustain the efficiency of merchant seamen. Your petitioners, therefore, humbly pray your Honourable House, in its wisdom, to provide that public money granted for the purposes of steam navigation shall be applied, not for the exclusive advantage of any companies or individuals, but so that all engaged in shipping may fairly participate therein, or equally compete therefor, affording to your petitioners the opportunity of showing to your Honourable House the truth (if doubted) as to facts and principles of all the statements of this their humble petition. And your petitioners shall ever pray, &c." Signed by Messrs. *Greene*; Messrs. *Thomas and William Smith*; *Henry Greene*, Blackwall; *J. Haviside & Co.*; *D. Dunbar & Sons*; *H. D. and J. Blyth*; *Wm. Drew*; *Robert Young*; and a great many more of the principal shipowners of London. Then D. 2 contains the copy of a letter addressed to Mr. Sidney Herbert, dated 10th of August.

2135. Mr. FitzRoy.] Was this in consequence of Mr. Sidney Herbert telling you that the contracts were not settled, and that you were to write to him?—Yes. The petition was presented by Mr. Masterman. This is the letter referring to the former communications of proposals as to India mails, and tender for conveyance of the China mails from Ceylon, that no answer had been given: "Those interested in Indian steam vessels and ships are not adequately represented in this country, and have been obliged to bear the loss on opening a new line of traffic on the Calcutta and Suez line, as demonstrated by tabular statement. What we ask is, either that the contracts shall be open to fair and equal competition, or, which would be better, both for the public and private interests, that each vessel fulfilling what the Admiralty and Post Office require, should be proportionably remunerated. (signed) Andrew Henderson, 10th August 1844. D. 2, is copy of a letter to the Honourable Sidney Herbert, M. P., referring

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referring to former communications on the subject of the conveyance of the mails by contract in the India and China seas, the importance of fast sailing ships now engaged in India (as stated in the accompanying memorandum), which have hitherto conveyed the public mails without payment. The Indian mail going out to-morrow, it is of importance I should convey some certain intelligence as to whether the owners of those vessels are to be allowed to participate in the Government assistance on contracts about to be given. This is dated 6th of September. (signed) Andrew Henderson. D. No. 3, is an abstract of a statement sent in: "There are, at present, in the Indian seas, the following private steamers and ships that have hitherto conveyed the mails free of charge. In Bengal, the 'Forbes,' 'India,' 'Dwarkanauth Tagore,' 'Henderson,' and 'Gordon.' At Singapore, the 'Royal Sovereign,' 'Express,' and 'Windsor Castle.' On their passage out to India, the 'Fire Queen,' built for a Calcutta company to run between that port and Singapore, and the 'Lion' and 'Unicorn' tugs. For the conveyance of the mails between India and China, besides the usual merchant ships which are by law obliged to convey the mails gratis, there are thirty fast sailing vessels that effect the communication with great speed and regularity. It generally is arranged to have a vessel waiting at Bombay, Bengal, Ceylon, or Singapore for the China mails brought by the Bombay steamers from Suez; they also time their departure from China so as to meet the return mails. The only instances of their being paid were in 1839, when the 'Ariel' conveyed despatches between China and Suez, and the 'Water Witch' conveyed mails and despatches from Bengal to Aden against the south-west monsoon." D. No. 4, is an original note, dated Admiralty, 10th October 1846: "Rear Admiral Bowles presents his compliments to Mr. Henderson, and with reference to his note of yesterday's date, addressed to the Honourable Sidney Herbert, begs to acquaint him that Mr. Herbert is at present out of town. Rear Admiral Bowles will have much pleasure in seeing Mr. Henderson, at this office, at one o'clock to-morrow;" and to the best of my recollection I delivered in at that time some of those statements about the traffic. D. No. 5, is a copy of a letter to the Honourable Sidney Herbert, M. P., referring to conversation on 16th instant about application of India Steam Company of Calcutta for the employment of their steamer "India" in conveying mails between Ceylon and China. Understood reply to be, first, that the Board of Control having negotiated with the Peninsular and Oriental Company of London for part of those contracts, our application and tender could not be received; secondly, that all the letters and papers on the subject having been forwarded to the Treasury, you recommended me to apply to Mr. Trevelyan or Sir George Clerk for an answer to them. In accordance with which I applied to the Treasury, and was informed by Mr. Trevelyan that all letters and papers submitted for consideration had been returned to the Admiralty, and that I must look to that Board for a reply to my letters to them. Considering that the India Steam Company are principally those persons who first established steam communication between Bengal and Suez in 1842; that they have thus incurred considerable loss in effecting an object of utility which it has been the declared purpose of the British and Indian Government to support." "It is now 10 months since we first applied to the East India Company for the employment of our steamer, and four months since (by their direction) we applied to the Admiralty, and as yet the only reply is an intimation that the Board of Control has already entered into arrangements that prevent their considering our offers to carry the mails. If without further explanation our claims for the employment of the 'India' are to be rejected, such a measure will not only entail on us a loss of 20,000 *l.* for services already performed, but also render our ship almost valueless, because there being no other employment for such large steam vessels in India, it may induce the supposition that the vessel was not suited for the service. It may also lead the shareholders to the belief that the parties representing them in this country had neglected to present their claims in the proper quarter and time. How far we are answerable to the latter charge, the following account of the means adopted for that purpose will enable you to judge." Then there is a long recapitulation of our different applications. Details are given from 8th December 1843 to the 10th August 1844: "Having thus explained the peculiar situation we are in as the representatives of the India Steam Company, I have only to repeat my hope that you will oblige us by a reply to our several communications, and if requisite, inform us where we ought to present
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our claim, if not to the Admiralty; and to counteract the effect of such rejection on the value of the 'India.' I have to request you will cause the plans, specifications, and logs of the vessel to be submitted to the inspection of Government surveyors, for the purpose of obtaining their opinion of her capabilities for the mail-packet service in the China seas. In conclusion, I beg to apologise for the length of this letter, and in excuse can only plead the great interest I have in this question, both pecuniary, local, and professional, having for years past had under consideration the best means of overcoming the monsoons in the China seas, and actively engaged in establishing fast sailing vessels between India and China, whose principal source of profit will be transferred to steamers supported by Government grants. London, 23 October 1844. (signed) Andrew Henderson." Then there is D. No. 6, the original of a letter, dated "Admiralty, 23 October 1844: Sir, I am commanded by my Lords Commissioners of the Admiralty to acknowledge the receipt of your letter of the 6th ultimo, with its enclosure, and to acquaint you that in pursuance of directions received from the Treasury Board, my Lords are engaged in drawing up a contract for the performance of the East India and China mail service with the Peninsular and Oriental Steam Navigation Company. and that they therefore are unable to adopt your proposals, which have been duly considered. To Andrew Henderson, Esq. (signed) John Barrow." Then there is the original of a letter, dated "Admiralty, 18 November 1844: Sir, having submitted to my Lords Commissioners of the Admiralty your letter of the 22d ultimo, their Lordships desire me to refer you to Sir John Barrow's communication of the 23d ultimo, in reply to your letter of the 6th September, which appears to meet the questions put in your letter of the 22d ultimo. (signed) John Barrow. To Andrew Henderson, Esq." Then D. No. 8, is a copy of a letter to Sir John Barrow, Bart., Secretary to the Admiralty: "Sir, I have the honour to acknowledge the receipt of your letter of the 19th instant, informing me," &c. "In reply I beg respectfully to state that I am unable to discover in your letter of the 23d ultimo an answer to the questions in my communication to the Hon. Sidney Herbert of the 22d ultimo, inasmuch as the object of it and other letters was to obtain an answer to an application made to the Admiralty by several shareholders of the India Steam Company of Calcutta on the 19th of June last, tendering the services of their steamer, the 'India,' for the conveyance of the Post-office packets between Ceylon and China. Up to the present time no written acknowledgment of the receipt of that letter by the Admiralty has been received by the shareholders." "Should it not be the intention of the Board of Admiralty to notice that application, I respectfully request that the undermentioned drawings, specifications, and documents submitted for perusal may be returned to us. (signed) Andrew Henderson." D. No. 9 is original of a note, dated "Admiralty, 2d December 1844: "Mr. Herbert presents his compliments to Mr. A. Henderson, and in compliance with the request contained in his note of the 19th ultimo, returns him the documents which he forwarded for the inspection of the Board of Admiralty in June last." Then there is a list of documents. Those are all the papers upon this subject.

2136. *Chairman.*] If I understand correctly, the result of those papers is, that you complain that the public had no opportunity of tendering for the service that was required; that is one part of your complaint?—Yes.

2137. I think I understood you to say, from the papers you have put in, that you consider the price which is paid to be too high, and that it is a bad bargain for the public?—I distinctly stated several times, and I think proved, that 60,000 *l.* a year would have been an adequate sum for the service.

2138. *Mr. Cardwell.*] Am I to understand that you make two complaints: first, that there was no opportunity for tendering; and secondly, that the price was too high?—Yes.

2139. Were you, during the period from the beginning, in 1844, to the time at which the contract was finally signed, in constant communication with the Admiralty?—I used to go to the Contract Packet Office, which was the only place I could go to; I could get no answer to my letter.

2140. Did it come before the Board?—It appears not; Mr. Sidney Herbert told me that he had never heard of it.

2141. On the 8th of August Mr. Sidney Herbert told you, it was open to you to send in any contract that you wished?—Yes.

2142. Did you send in a contract, offering to do the service with efficient
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vessels for 60,000*l.*?—No; I gave this proof that it could be done; but I made no tender for it, because I had no vessel for it.

2143. Your opinion was, that 60,000*l.* was an adequate price, and that the public in general, and you in particular, ought to have an opportunity of making a tender; did you tender to do the service at that price?—In reply to that question I may state, that early in December the representative of the "Precursor," Sir George Larpent, and myself, waited upon the President of the Board of Control, and asked him to take care that our interests should be considered, and we received an assurance that they should be considered; and in the scheme for the mails it is particularly stated that those two vessels were ready, and it was suggested that they should take alternately the mails with the other two vessels.

2144. I ask you whether you did or did not offer to do the service for 60,000 *l.*?—I can hardly say whether you can call it an offer, but I submitted a scheme by which it was shown that it could be done for 60,000 *l.*; contracts were not advertised for, and therefore we were not in a position to send in contracts.

2145. You placed in the hands of Mr. Crofton Croker a lithograph statement from which you considered the inference might be drawn that 60,000 *l.* would be sufficient for that service?—Yes.

2146. Was that statement anonymous, or was it guaranteed by any name?—It was guaranteed by my own name; and the same thing was stated in the plan submitted to Government; and that plan has, every bit of it, been carried out since.

2147. My only object is to come to an accurate understanding of the facts; I understand your grievance to be, that the more expensive tender from the Peninsular and Oriental Steam Packet Company was accepted by the Admiralty, when a cheaper contract might have been had from other parties, and that, in your judgment, 60,000 *l.* a year would have been ample for that service; is that so?—My complaint is, that the proposal of the Peninsular and Oriental Steam Packet Company to undertake the Bombay mails was not accepted, but that they were allowed to adopt all my plans, and I was refused all participation in it. It could not be called a contract, it was not the time for a contract; contracts were never asked for; but there was clear evidence given that if we were allowed to take it, it could be done for 60,000 *l.*

2148. You complain that an unfair advantage was allowed to be taken of you, by the Peninsular and Oriental Steam Packet Company?—Certainly; I complain that they were allowed to take advantage of my plans and to adopt them, and that I was not allowed to compete for the contract.

2149. In your plan, you said it could be done for 60,000 *l.*?—Yes.

2150. Your general plan has been adopted by the Peninsular and Oriental Steam Packet Company?—Yes; my plan was distinctly opposed to theirs; their plan was this: the vessels which were bound to go every month to Bengal, they purposed that those vessels should go to Bombay, and that once in every two months those vessels should go to Calcutta. That was, in point of fact, reducing the present communication from a separate mail to Bombay and Calcutta, to one mail to Bombay.

2151. Your complaint was, that you were excluded from the opportunity of competing for the contract?—Yes; and that my plans were adopted.

2152. You have put it on record, that on the 6th of August the Chancellor of the Exchequer stated to you, that he had given no authority for the conclusion of the contract?—Yes, he said that he had nothing to do with it.

2153. On the 8th of August, two days afterwards, you have put it on record that the Secretary to the Admiralty told you that it was quite open to you to send in any tender you pleased?—Yes.

2154. And it was therefore open to the public in general, and to you in particular, to put in a tender thereupon?—I sent in a distinct tender for the China mail.

2155. But we were speaking of the service for which you say 60,000 *l.* was ample; viz., the Suez and Calcutta service. Confining yourself at present to that, you were told by the Chancellor of the Exchequer on the 6th of August, that the contract was not concluded, and you were told by the Secretary of the Admiralty, on the 8th of August, that it was open to you in particular to send in

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in any tender for the conveyance of the mail from Suez to Calcutta?—I was engaged in the other one at the time.

2156. Then is there any grievance at all as regards your being deprived of the mail from Suez to Calcutta?—Certainly, a very great grievance.

2157. Be so good as to explain what that grievance is?—The grievance is, that the "India" and the "Precursor" were not allowed to participate in the advantage.

2158. Then whether the sum paid for the service was 60,000 *l.* or 170,000 *l.*, your grievance is, that the "India" and the "Precursor" did not come in for a share of it?—That is one point; but on public grounds, I maintain that the sum given was a great deal too large, and that that sum was not given to merchants and shipowners in India, but to a London company.

2159. To whomever it was given, 60,000 *l.* would have been the sum for which shipowners would have been ready to do the service?—Yes.

2160. You had a knowledge of the fact, at the time the tender was open to you, that it could be done for 60,000 *l.*?—I had not money enough to do it.

2161. Were you not in communication with all the principal shipowners who signed the petition?—Yes.

2162. Did you get up the petition which was presented on the 8th of August?—I did.

2163. Are those parties whose names were signed to it parties who had capital to compete for a good contract, if it was to be had?—Certainly.

2164. Did they, or any of them, send in a tender to the Board of Admiralty to do this service for 60,000 *l.*?—No; they stated their belief that it was of no use to send in a tender, as it would not be attended to; that the contract would be sure to be given to the Peninsular and Oriental Company, whatever they chose to ask.

2165. Did you tell Mr. Green, and all the other parties who signed the petition, that Mr. Sidney Herbert had told you that it was open to you to send in a tender?—My impression is that it was known to them, but Mr. Green said, "No, let them alone; they are too strong for us."

2166. Then it was known to Mr. Green, and all the other parties who petitioned, that they had an opportunity to make a tender?—The expression they used was, that it was taken out of their hands, and that it was of no use their doing it; but I do not know that I saw Mr. Green after that time.

2167. Do you mean to represent that the principal shipowners having information that the Secretary of the Admiralty had stated that the contract was open, were nevertheless of opinion, that if they offered to do the service for 60,000 *l.*, the Board of Admiralty would still give the contract to a party who required a much larger sum?—I hardly know how to answer that question. I cannot say that I saw Mr. Green after the petition, but his impression was that it was of no use to compete with that powerful company.

2168. Do you mean to represent to the Committee your opinion that while the Board of Admiralty told you that you might compete if you pleased, they had in point of fact made up their minds to give the contract to the Peninsular and Oriental Steam Packet Company at a much higher price?—That was our firm belief, that they had made up their minds to give it to them. This I know as a fact, that when the matter was handed over from the East India Company; and the East India Company had nothing to do with it, the Peninsular and Oriental Company asked 170,000 *l.*, and they had it all their own way; but the East India Company said that they would not pay more than a certain amount annually; they were to pay a certain proportion, but they said, "We will do nothing of the kind; you may do as you like; we will have nothing to do with it beyond paying a certain amount."

2169. Did it occur to you that if so scandalous a spirit of jobbing as you describe had actuated the Board of Admiralty, you might have put them completely in the wrong by offering a contract from parties competent to perform the service for 60,000 *l.*, which you laid down as the proper sum?—I can answer the question in this way: it is all very well to say, "Why did you not send in a contract?" but it is a contract that required a large capital and great arrangements. It is impossible to make all those great arrangements in two days; the Peninsular Company, by obtaining under false pretences 20,000 *l.* for the Calcutta mail, had put all other parties out; and if you say, "Will you make a contract in a couple of days now for 60,000 *l.*?" it is impossible; it requires a

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large fleet and great capital. Mr. Green has a large fleet, but they are employed in other parts; and his expression was, "It is of no use competing with the Peninsular Company, for they are too powerful for us, their influence is so great."

2170. You mean to represent that all the shipowners in London acquiesced in the opinion that public money to a large amount was going to be given from favouritism to the Peninsular and Oriental Steam Packet Company; but that it was of no use, on account of the secret influence which the Peninsular and Oriental Steam Packet Company had got at the Admiralty, to contend with them?—That was my own individual belief, and the petitioners, I think, agreed in that.

2171. Did you lend a large share in the drawing up of the petition?—I did.

2172. Is it your composition?—I do not know that it is.

2173. In the petition you object not to one contract in particular, but to the system of contracts altogether?—We object not to the whole system of contracts, but to the system under which it has been carried on; in the first place there are put into the contracts conditions which are never acted upon; that I consider extremely wrong; it keeps all honest men away.

2174. The stringent conditions put into the contracts keep all honest men away?—That is going too far; I mean to say that you are asked to agree to very strict conditions, which a man cannot honestly say "I agree to." If the condition says that if I am half an hour behind time I shall forfeit 500*l.*, a man naturally asks himself, "Shall I enter into the contract? for if those clauses are inserted I am a ruined man, and therefore I cannot guarantee that."

2175. If you and your friends had tendered this service for 60,000*l.*, you would have required more reasonable conditions?—I should have no objection to being bound to all reasonable conditions. The late contract for the mail to the Brazils is as it ought to be; there is no kind of trap of so many hours; the condition is simply this, the ships are to be efficient vessels.

2176. No honest man, in your opinion, would have undertaken such a contract as that which the Peninsular and Oriental Company undertook, for 60,000*l.*?—What I mean is this, that no honest man would undertake a thing which he was not competent to perform; for instance, he would not undertake that the passage shall be a certain number of hours; and putting in those strict conditions would prevent an honest man from taking part in it.

2177. I understood you to say, that no honest man would undertake, and therefore I presume you would not have recommended anybody to undertake, so strict a condition as that of which we are speaking?—I am afraid you are putting a wrong construction upon what I said; I say, no honest man would undertake a condition which he could not honestly say he could perform. If I bound myself to go in a certain number of hours between certain points, an honest man would say, if that was a great speed, "I cannot bind myself to accomplish that."

2178. That would prevent an honest man from complying with the conditions imposed upon the Peninsular and Oriental Steam Packet Company?—That is putting it in the other way; I am certain that I would have taken the contract, because I know that Government would not exact the penalty.

2179. You would have taken it, though an honest man would not have taken it?—I am afraid you are misinterpreting me; you use the words "honest man" in a different sense from that in which I use them. I mean to say that an honest man could not honestly undertake to do a thing which was almost impracticable; but as I know the Government would not have exacted the penalty, I would have taken the contract if I had had an opportunity, but I had no opportunity.

2180. You would have taken the contract?—Yes, anybody would take the contract for 170,000*l.* a year; nobody would have refused it.

2181. You were under the impression that the Peninsular and Oriental Company were so strong that nobody could compete with them?—Yes, and that is the impression now.

2182. That was your impression at the time you lent your aid to the drawing up of that petition?—Yes, it was.

2183. It was the impression, you believe, of the parties who signed the petition?—Yes.

2184. Is that, in point of fact, one of the allegations of the petition?—I do not know.

2185. Are not the allegations of the petition totally of a different effect; are they not against contracts in general?—Certainly not against contracts in general; they are against contracts being given without fair competition; they are not against contracts generally, for contracts must be had somehow, but they should be fair and open.

2186. The prayer of the petition is, "that public money granted for the purposes of steam navigation shall be applied, not for the exclusive advantage of any companies or individuals, but so that all engaged in shipping may fairly participate therein, or equally compete; therefore affording to your petitioners the opportunity of showing to your Honourable House the truth (if doubted) as to facts and principles of all the statements of this their humble petition." If you were under the impression that the Admiralty were actuated by so corrupt a spirit that it was not of any use for solvent parties to send in tenders, will you explain to the Committee why it was that you left that out as one of the allegations of the petition which you drew up at the time?—I do not understand the question.

2187. Your grievance was that you were shut out from fair competition by a corrupt predetermination at the Admiralty to exclude you, and to give the contract at all hazards to the other company?—In answer to that, I state the facts that I was not allowed to compete with them in any way.

2188. You have told me that you did not send in a tender to the Admiralty, and that you prepared a petition which you presented to Parliament; that petition contains no allegation of such a corrupt predetermination on the part of the Admiralty; having therefore such a feeling in your mind at the time, you neither put it to the test by sending in a tender to the Admiralty, nor did you venture to state that in the petition to the House of Commons?—The petition will speak for itself; it is there.

2189. There is no such allegation in the petition. What information has come to your knowledge since you petitioned Parliament, which justifies you now in making such an improbable statement here, viz. that there was that corrupt predetermination at the Board of Admiralty?—I did not use the word "corrupt."

2190. Have you learnt anything since you presented the petition, which justifies you in making a charge now which you would not have been equally justified in making then: it appears that the petition presented on the 8th August 1844, contains no such charge of favouritism against the Board of Admiralty; what information have you received since that time which you think justifies you in making the charge now?—I think it is self-evident that there must have been favouritism, or the public would have been admitted, and also from the way in which the contract has been carried out. The Peninsular Company have several times broken their contract, and no penalties have been exacted. There was one distinct case of favouritism, which was this: one of the reasons assigned to me why the China contract was given to them was, that the Peninsular and Oriental Company had offered to do it with vessels of 400-horse power for 45,000 *l.* a year; apparently at the same price as our tender; but ours was to be reduced the third year, and theirs was to continue at the same rate; but their condition was, that they were to find vessels from the 1st July 1846 of 400-horse power, and they failed to do so; and in consequence of their not providing those vessels, the vessels were over-worked, and the mails were delayed; but yet the penalty has not been exacted, and that arises from favouritism.

2191. Is it your impression that it is one part of the duty of the Admiralty to take care that the parties tendering are in the possession of efficient vessels, and are men of sufficient property and respectability to afford a security that the contract will be performed?—My opinion is, that a contract of that kind is a matter which ought not to be left to the Admiralty; it is a matter more concerning the Board of Trade than the Admiralty; and it is all a mistake for one department of the Board of Admiralty to have the management of it.

2192. Be so good as to inform me whether you think the Government, in making a contract, are bound to foresee, as far as may be possible, whether the parties will really be able to fulfil it. You have stated that the Peninsular and Oriental Company have repeatedly broken or not performed their contract. Do the Committee understand you to mean that it is one part of the duty of

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Government to take precautions beforehand, that the parties who make a contract shall be capable to perform the contract?—It is their duty, but I believe in that instance they neglected it.

2193. Do you think that if they had selected the owners of the steamer "India," they would have selected people more competent to perform the contract?—To perform the China line; and I may state as the reason, that we gave them a distinct account of the number of ships at work there; the expense of the ships, and also a description of the seas; and the very letter which I wrote to them as to the necessity of having a peculiar kind of vessel for the China seas has turned out perfectly true; and the protest of which we heard at the last meeting of the Committee was in consequence of that. The letter sent in to the Admiralty stated that the Calcutta Company were in a better position to do that local service than the Peninsular and Oriental Company, who have so many interests to look after.

2194. The reason you did not compete with the Peninsular and Oriental Company between Suez and Calcutta, was the impression that you had that there was a determination at the Board of Admiralty to favour them. Did you make any attempt to compete with them between Ceylon and Hong Kong?—As to Suez and Calcutta contract, it is like asking a man who has his hands tied behind his back, to swim; as to Ceylon and Hong Kong contract, the answer is plain enough on record, that we sent a tender and got no answer.

2195. Am I right in understanding you to say, that you abstained from competing with regard to the service between Suez and Calcutta, because you thought the Peninsular and Oriental Company too strong for you?—That was one reason expressed by many persons; but if you ask my reason for not competing, it was this: when I proposed to tender, the Precursor party were in possession of the "Precursor," but in the interim the Peninsular and Oriental Company very advantageously obtained possession of the "Precursor," and we had no large vessels, and it was of no use tendering without them.

2196. The reasons for not tendering for the contract between Suez and Calcutta were two-fold; first, because there was favouritism at the Admiralty, and secondly, you had not the means of making the tender?—If the tenders were reasonable, I ought to have had the means, because we ought to have been allowed to build vessels; when they had bought the "Precursor," we were not in so good a position as we had been in before.

2197. If it was an object with the Government to make the contract immediately, you would not be in a condition to make a tender?—There was no necessity for a new contract; there was no necessity for any change then, but it was got up by the Peninsular and Oriental Company, by political agitation.

2198. I understand you to say, that if there was to be a contract immediately, you were not in a condition to tender for it, as far as regards Suez and Calcutta?—I was in a position to tender for it, if reasonable tenders had been allowed.

2199. By reasonable tenders, you mean that the Government, instead of taking for the service ships that were then ready to do it, should have waited 18 months, in order that you might be put in the same position?—There was no necessity to wait, as the ships were bound to carry the mails whether there was a new contract or not.

2200. Your opinion is, that there was no necessity for a new contract?—No, not for five years.

2201. In your opinion there ought to have been no contract at all?—Not for the Bengal and Suez line, for five years.

2202. Sir J. Hogg.] What ships were bound to carry the mails?—The three ships which were bound to do the service were bound to maintain a monthly communication.

2203. By what engagement?—By an engagement with the East India Company, they were bound to make a monthly communication for 20,000 *l.* a year.

2204. Was there any such arrangement with the East India Company?—Yes. I had ascertained that there was that arrangement by correspondence, which is the usual way with great companies.

2205. Did you ever read the correspondence which passed?—No; I know that certain deputations went; when I came home from India, I found among the papers of the East Indian Steam Company a document proving the terms upon which they were to undertake it.

2206. Was

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2206. Was it not an offer of the East India Company to give 20,000*l.* a year upon certain conditions?—Certainly not; there was no offer of the East India Company.

2207. Your impression of the correspondence that you saw was, that it was a distinct engagement on the part of the East India Company to give that sum, and a distinct engagement on the part of the Peninsular and Oriental Steam Packet Company, at all hazard, to perform the service?—Yes; but I should go further than that in explanation.

2208. Your impression is, that it was an engagement binding upon both parties; that the East India Company were bound to pay that sum, and that the other parties were bound to perform the service whether they liked it or not?—My answer to that is, that this 20,000*l.* a year originated in an amalgamation, or at least a pretended amalgamation, between the East Indian Steam Company and the Peninsular and Oriental Steam Packet Company, in 1841. But inasmuch as on 14 October 1839, the East India Company had replied to the East Indian Steam Company in London, and again in Calcutta, on the 27th of May 1840, to the inhabitants of Calcutta generally, "that to any well-devised measures by which the established means of communication might be extended, the Court would be ready to afford due encouragement; but in the present state of circumstances they are unwilling now to enter into any arrangement affecting the measures in progress regarding the communication between Suez and Bombay;" that letter and publication was considered as an engagement on the part of the East India Company to support the extension of a line between Calcutta and Suez. The consequence of that was, that the "Precursor" built for, and the "India" was employed upon that line, under the supposition that they would, when they had adopted this measure, be remunerated. A junction was proposed between the small section of the London shareholders of the East Indian Steam Company and the Peninsular and Oriental Company; and what I say is, that they communicated either by deputation or by letter with the East India Company, and proposed that they should give them a grant of 20,000*l.* a year, holding forth that the three parties were to be united. This was a long time in abeyance, but some time in July, as it appears to me, the proposal of the Peninsular and Oriental Company was accepted by the East India Company; but at the time it was accepted, it was accepted upon the recorded opinion that the interests of the "India" and the "Precursor" party were likely to be amalgamated with those of the Peninsular and Oriental Company who had made the offer, and that upon certain terms which are there stated; they were granted the 20,000*l.* a year provided they made four voyages the first year, six voyages the second year, and maintained a monthly communication the third, fourth, and fifth year, with vessels of 500-horse power, between Calcutta and Suez.

2209. Mr. FitzRoy.] Am I to understand you to state that the proposal or contract to which you referred the other day, that the steamers should be 500 horse power, originated with the East India Company?—No, it originated with the Peninsular and Oriental Steam Packet Company.

2210. Mr. Cardwell.] Then that excluded the "India"?—Yes; the conditions are already in evidence in answer to Question 1819.

2211. What was the date of that condition which required vessels of 1,600 tons and 500 horse power?—It was a proposal made originally by the Peninsular and Oriental Company early in the year. I believe it was accepted about the middle of July 1841; but I was not in this country at the time.

2212. From that time to the present, the "India" was excluded from the benefit of the arrangement?—She was excluded in this way,—

2213. Mr. FitzRoy.] Was she of the requisite horse power?—I was going to state how it was proved that she was not.

2214. Mr. Cardwell.] That arrangement was made in the year 1841?—Yes; the arrangement was made by the Court of Directors in July 1841.

2215. Then the "India" was from that time excluded from the benefit of the arrangement?—Under the clause requiring 500 horse power, the "India" was excluded; but the Peninsular and Oriental Company proposed to purchase her, and after a good deal of squabbling they offered us 23,000*l.*—

2216. We do not want to go into that matter; but I understood you to say that by the original conditions imposed by the East India Company in 1841, the steamer "India" was excluded from the benefit of the arrangement?—She was

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excluded, but the Peninsular and Oriental Company asked them to accept her.

2217. In your former examination, in answer to Question 1835, you stated, "The 500 horse power was put in purposely to exclude all but the Peninsular Company's vessels." Will you state upon what grounds you attribute to the Admiralty, in 1844, a condition which appears to have been in force against you by the orders of the East India Company, as early as 1841?—I had intended to commence the examination by referring to my statement with respect to that very case. It is so put here that I really cannot understand it myself, and I must request to be allowed to make an explanation of horse power; if you will allow me to make the explanation of what I mean by horse power, I shall be able to make my answers intelligible.

2218. Are you a person of experience in nautical matters?—I profess to know all that a man who has devoted his life to the subject, can know of the building and working of ships.

2219. And not only sailing ships, but steam-vessels?—Yes.

2220. Are there two meanings to the term "horse power"?—No, "horse power" has no meaning at all; if you will allow me to give an explanation, I can state what it is.

2221. Before you give your explanation, allow me to ask this question, whether you mean to say that the term "horse power" has no meaning?—It has no meaning as to the capacity of ships for carrying the mails; that I assert.

2222. Then when the East India Company in 1841 put in a clause that no vessel employed in carrying the mails should be less than 500 horse power, they put in a clause which had no meaning at all?—The East India Company never put in the clause at all; it was put in by the Peninsular and Oriental Company, with the very object of excluding us.

2223. Whoever put it in, it had no meaning?—No, it has not, to my knowledge.

2224. Then having no meaning, it had no operation or effect?—It had the effect of excluding any other vessels but their own, so long as it was allowed to remain.

2225. How did it have that effect?—The Peninsular and Oriental Company having vessels of 500 horse power, which no others had got, they of course obtained the contract.

2226. You came here on the previous day charging the Admiralty with having, in 1844, made a certain condition for the purpose of excluding you, and you have now stated that that condition was in force under the arrangement made by the East India Company as early as 1841. Will you have the goodness to explain to the Committee how it is that you attribute that to the Admiralty in 1844, which appears to have originated with the East India Company in 1841?—I was mistaken if I said it originated with the East India Company; it originated with the Peninsular and Oriental Steam Packet Company. The horse power of a vessel gives no means of knowing what the efficiency of the vessel is. There is a good deal of the evidence of the former day which is of no use, unless you allow me to explain what horse power is. Those answers, as they stand, I cannot understand myself.

2227. Do you mean to say that unless you are to be allowed to show that the ordinary words "horse power," when introduced into a contract, render that contract unintelligible, you cannot explain your case?—I never said that. May I be allowed to state what I do mean; it takes a little time and a little trouble to explain the meaning of "horse power." The putting in the "horse power" had no reference to the efficiency of the steam vessels.

2228. Whatever the horse power meant in 1841, it meant in 1844?—Yes; but you are mistaken in supposing that I attribute it to the East India Company putting in that condition; I attributed it to the Peninsular and Oriental Company.

2229. We have here a contract made in 1844, by the Admiralty on one side, and the Peninsular and Oriental Company on the other; and you charge the Admiralty with having introduced a certain condition for the purpose of excluding you, and of favouring the Peninsular and Oriental Company?—No; I said that the Peninsular and Oriental Company introduced the condition as to the 400 horse power.

2230. How

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2230. How did they introduce it?—Because they proposed it.

2231. Do you find fault with a competitor for having proposed vessels of a higher horse power than yourself?—I do; because they did it to keep all other companies out.

2232. What would you have had the Admiralty do?—I would have had the Admiralty go and ascertain what the vessels were, and not go upon the nominal horse power.

2233. You complain of the Admiralty going upon the individual horse power?—I do; it is a wrong system.

2234. Why do you complain of the Admiralty having done that in 1844, which we find was part of the existing arrangement between the East India Company and the Peninsular and Oriental Company in 1841?—The question of horse power began with the Peninsular and Oriental Company in 1840.

2235. Am I to understand from you, that in your opinion the Admiralty should have laid down no general condition about horse power, but should have inquired into the capabilities of each particular ship; is that your view?—Certainly that is one view; but as you said, just now, I had stated that the Peninsular and Oriental Company had originated that condition about horse power; that is the hinge upon which all the mischief has turned; and I will now, if I may be allowed, explain how it occurred.

2236. The hinge upon which all the mischief has turned, has been that condition about horse power?—Yes.

2237. Whatever imputations you have made against the Admiralty of favouritism, have turned upon improperly requiring a compliance with that condition?—I do not say that; I say the two things are quite distinct; but if you will allow me to state how it did occur, I can explain it; I have a statement here to show how it originated, and another statement to show what "horse power" really means. I beg to state that the question of horse power originated in 1840, and it was the proposal of the Peninsular and Oriental Company; it originated with them, and not with the Admiralty or the East India Company.

2238. Mr. Willcox.] How do you know that?—I know it in this way; I hold in my hand a letter, signed by Mr. Anderson, addressed to Mr. Mackillop and myself, as far back as the 14th of February 1840; he sent a statement to us, requesting us to join in establishing a company, giving as his reason for doing so, that they were in possession of two profitable Government contracts, and that in the plan of calling up the capital some important advantages are secured to the original proprietors and shareholders, which if found necessary will be detailed hereafter. This was a proposition to Mr. Mackillop and myself, as representatives of the "Precursor" Company, requesting us to join in forming the Peninsular and Oriental Company; they asserted that they had then possession of a new contract; and when the matter came to be inquired into, it was for the India mails to Alexandria, and for which they had privately arranged the conditions, and they proposed the 400 horse power on purpose to exclude any other people, because there were only five vessels in this country of that power in existence. The East Indian Steam Company applied for the contract, and on 14 April it was advertised for tenders on the 19th of May 1840, for the service, to begin in September, with two vessels of 400 horse power; and a request to extend the time for tenders being refused, of course the contract was obtained on their own terms; they offered that contract to a certain degree to sale; that is, they invited other parties to join them; and they offered them a share in the company, which was said to have a capital of 300,000*l.* The share which was referred to was this: one year's contract money, 66,600*l.*, was to be appropriated amongst the originators as paid up capital, which with 288,000*l.*, the value of the Peninsular and Alexandrian steamers formed the 304,600*l.* capital on amalgamation with East Indian subscribers. Now I maintain that this shows that by putting in 400 horse power, they excluded all possibility of competition, and that was the origin of it. And now I will go to the question of what "horse power" is: Nominal horse power and registered or builders' tonnage are no measurement of the efficiency of a vessel for conveying mails. The calculation of power is made from the contents of the cylinder, at an assumed speed of piston of 220 feet a minute, without reference to pressure of steam or construction of engines, instead of the working horse power, from the average shown by the indicator, which varies from two-thirds to three times the nominal horse power.

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The builders' or old registered tonnage is obtained by assuming the depth to be one-half the breadth, and multiplying these into the length, reduced by three-fifths of the breadth. The new tonnage is obtained from the cubical contents of the ship's inside, by the former method; the "India" being 767 tons by the latter, and 1,206 tons new measurement. The basis of real measurement is the weight of water the ship displaces; and if from this is deducted the weight of hull and stores, the capacity or burthen is obtained at a given draught of water, which is still far from a correct measurement of the resistance to be overcome by the engines, which depends on the proportions, depth, lines or model, and rig of the vessel. An approximate estimate of this has been attempted in the accompanying table, by a comparison of the dimensions, displacements, and the elements of resistance of which the area of the midship section is the principal, with the working horse-power of the engine obtained from the exact dimensions and form of the engines and pressure of steam. By ascertaining the ratio, the tonnage, displacement, and area of midship section bears to the working power, a fair estimate or comparison may be arrived at as to the speed of new vessels, by a comparison with the speed realized by the old vessels. With these data the relative efficiency of different vessels for carrying the mails may be ascertained, particularly if due regard is paid to proportions suited to each service, and the ratio of the depth to the breadth. In the four of Her Majesty's mail packets and three of the Indian navy in the table, this ratio is about $\frac{6}{100}$ ths. Of the contract packets of which the depth is stated in the table, the "India" and "Haddington," of $\frac{89}{100}$ ths and $\frac{90}{100}$ ths, are the deepest or most overbuilt; any breadth above $\frac{10}{100}$ ths may be said to impair their efficiency for mail service or armament, although it may increase their accommodation for passengers and cargo. In the plans submitted to the Admiralty for the alteration of the "India," this depth was reduced to $\frac{66}{100}$ ths; while her power remained 2.70 tons to a horse power, there can be no doubt of her being as efficient as any vessel in India for the mail service, which having plans and specifications before them, could have been ascertained by reference to the surveyor's department of the Admiralty. There are in this Table particulars of Her Majesty's mail packets, those of the Indian navy, and six contract packet steamers obtained from papers circulated through the Institution of Civil Engineers, to most of the leading shipbuilders, engineers, and steam companies; there can be no difficulty in obtaining a much more correct measurement of the efficiency of the 90 steamers employed in the Contract Packet Service, by requiring the contractors to furnish the particulars of their ships and engines at present employed. The length, breadth, and gross tonnage of the 21 contract packets are taken from a return made to the Select Committee on the Steam Navy this session; the horse power from the Admiralty Contract Packet List. By comparing the particulars of the first 13 ships and engines with the return of tonnage and horse power, it will be seen that nominal horse power is no measurement of the efficiency of a steamer for the mail service.

Veneris, 13^o die Julii, 1849.

MEMBERS PRESENT.

Mr. FitzRoy.
Mr. Willcox.
Mr. Mangles.
Sir James Hogg.

Mr. Elliot.
Mr. Cardwell.
Mr. W. Brown.
Mr. Cowper.

J. W. HENLEY, Esq. IN THE CHAIR.

Samuel Cunard, Esq., called in; and further Examined.

S. Cunard, Esq.

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2239. Mr. Willcox.] IN reference to your contract; the vessels coal at Liverpool first?—Yes.

2240. Then you coal at Halifax?—Yes.

2241. Do you coal again at Halifax when you return from New York?—Yes; we coal at Liverpool for the voyage out, and the quantity of coal that we take

take in at Halifax depends a good deal upon the quantity we consume in the outward voyage; we put in coal enough at Halifax to carry us on to New York or Boston; and then at New York or Boston we coal for the voyage home, but when we arrive at Halifax, we put in some more coal.

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2242. Mr. *Elliot*.] The coal that you take in at New York is United States coal?—Yes.

2243. Mr. *Willcox*.] What do you reckon as the cost of the coal put on board at Liverpool?—About 21 s. per ton, including the expense of landing and re-shipping, as we have to keep a dépôt at the dock; that may seem a high price, but we get a good kind of coal, and it comes extremely high, very much more so than it did originally; the price has been enhanced by the demand for coal, and the rate of freight is sometimes high.

2244. What does it cost you at Halifax?—Put on board at Halifax it costs 17 s. 6 d. per ton.

2245. Mr. *Mangles*.] What coal do you get at Liverpool?—It is a Welsh coal, but I forget the exact name.

2246. Mr. *Willcox*.] What does the coal cost you at New York?—It costs us at New York six dollars a ton, about 25 s., exclusive of the expenses of the dépôt, which may be about 2 s. more.

2247. At what do you average your consumption a voyage?—The average between Liverpool and New York may be about 700 tons, but a good deal depends upon the way in which you work the vessel.

2248. Mr. *Elliot*.] You speak of what you take in at Halifax as well as what you take in at Liverpool?—Yes; I am speaking of the voyage from Liverpool to New York.

2249. Mr. *Willcox*.] That is the outward voyage, and I presume it will be the same coming home?—Yes.

2250. Mr. *W. Brown*.] The quantity of coal consumed must depend upon the size of the vessel?—Yes.

2251. What is the largest vessel you have now?—The vessels are 1,850 tons, and about 700-horse power. The vessels which are building now will be 2,050 tons, and 800-horse power.

2252. Will your largest vessel require more coal?—Yes, it will require about 100 tons more in the voyage.

2253. Mr. *Cardwell*.] Was it the fact that your contract was originally for vessels of 300-horse power, and that you now use vessels of 700-horse power, and intend to use vessels of 800-horse power?—Yes; and the reason for that, was to concentrate the whole postage into those ships, because they would be quicker than any other ships; but if we had remained with vessels of 300-horse power, we should not have carried the letters. Of course we had our own interest also in view, in reference to carrying passengers, but the Government benefit by it in a much greater degree, as we could not increase the number of passengers, in the way that the number of letters would increase; in fact, no letters are now sent by sailing vessels; they are all sent by these steamers.

Andrew Henderson, Esq. called in; and further Examined.

2254. Mr. *Cardwell*.] DO you impute corrupt conduct to the Admiralty, in reference to the ship "India"?—Certainly not; I think the Committee are labouring under a mistake in that respect.

A. Henderson, Esq.

2255. If in any part of your former examination you have been understood to impute either to the Board of Admiralty, or to any other Government Department, any favouritism towards the Peninsular and Oriental Company, to the exclusion of their competitors, you have been misunderstood?—As far as the facts are on record, I could get no answer to my tender; I imputed certainly not a corrupt motive, but I said that all along I believed they were under a mistake, induced by this nominal "horse power."

2256. In answer to Question 2216, you stated that in 1841 the steamer "India" was excluded, by the conditions imposed by the East India Company, but that the Peninsular and Oriental Company wished them to accept her?—Yes, that is so.

2257. It was therefore the East India Company, and not the Peninsular and Oriental Company, who insisted upon the higher amount of horse power?—The two things are quite distinct.

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2258. Do you adhere to your answer to Question 2216?—So far it is correct that she was excluded, but the Peninsular Company, after they had bought her, urged the East India Company to accept her, and said she was an efficient vessel; they had abused her before, but they then said she was efficient.

2259. Are you now speaking of 1841?—Yes.

2260. Whose property was the steamer "India" in the year 1841?—She was the property of the Comprehensive party, who sent her out; at the time this negotiation was going on she was in Calcutta; I do not know what particular month this alludes to.

2261. It does not signify where she was?—It occurred in this way: we will say it was in June; two months would alter the matter altogether; there was a negotiation; the Peninsular and Oriental Company told the representative of the "India" in this country, Mr. Mackillop, that they would amalgamate with him; but the moment they got the engagement signed, they abused the "India" as much as they could; but when they found they could get her for little or nothing, then they said they would take her for 23,000*l.*, and they said "We will take her if the East India Company will pay 20,000*l.* for her hire." And then they write to the East India Company, and they say, notwithstanding the condition about the 500-horse power, that she was an efficient vessel.

2262. That was the opinion of the Peninsular and Oriental Company?—Yes; after she was theirs.

2263. But at that time it was not the opinion of the East India Company, and they refused it?—Yes. If you will allow me to explain, I will show that there is a wide difference between the mail contract and the engagement made with the Peninsular Company.

2264. In your opinion, the Admiralty making the mail contract on behalf of the public, were bound to accept a vessel that was not good enough for the East India Company?—I never said so; but perhaps you will allow me to put in an explanation of the horse power; I have taken great pains in preparing it.

2265. This vessel, whatever be her merits, was rejected by the East India Company in 1841, though tendered by the Peninsular and Oriental Company at that time?—She was rejected in a different way—

2266. She was rejected, whatever the mode of rejection?—The mistake is this: you fancy me to have said that the nominal horse power was fixed by the East India Company or by the Government; now that is a mistake, neither the one nor the other fixed it.

2267. *Chairman.*] Can you answer the question whether the vessel was or was not rejected by the East India Company?—She was rejected because the Peninsular Company had proposed the condition with regard to 500-horse power.

2268. *Mr. Cardwell.*] Was the steamer "India" tendered to the East India Company at the suit of the Peninsular and Oriental Company in the year 1841, and rejected by the East India Company?—I was not in this country at the time, but it must be in the records of the company.

2269. Do you believe that your answer to Question 2216 was a true answer?—Yes, it was a true answer.

2270. And your case now against the Admiralty is, that they rejected in 1844 the same ship which the East India Company had rejected in 1841?—I cannot see that they have any reference to each other.

2271. Do you complain of the steamer "India" being rejected by the Admiralty in 1844?—Yes.

2272. She having been rejected by the East India Company in 1841?—It was not for the same service, but for a very different service; but she was in fact employed upon the line.

2273. I understood you to complain, that in the year 1844, the Board of Admiralty laid down a certain condition with regard to the horse power of the vessels to be employed in conveying the mails between Suez and Calcutta, which condition excluded the steamer "India"?—Yes.

2274. I understood you also to say, that that very same condition as to the horse power had been previously laid down by the East India Company, and that in the year 1841 the steamer "India" was pressed upon the East India Company by the Peninsular and Oriental Company, who had expected to buy
her

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her as a good bargain; and that the East India Company being so pressed refused to accept her?—I can now explain it.

2275. Is all that true?—Partly so, but not in the way you put it.

2276. But are the facts true; yes or no. I have collected the facts from your previous answers, and am putting them to you again; if any one of them be inaccurate, point out the one which is inaccurate?—You asked whether she was rejected in 1841; she was. But allow me to give the reasons.

2277. Was she rejected for the service between Suez and Calcutta in the year 1841?—She was refused to be received under a certain engagement.

2278. Did the East India Company, in the year 1841, refuse to accept the "India" steamer for the line between Suez and Calcutta?—Yes, but that had no reference to her capacity as a mail steamer.

2279. Be so good, then, as to explain the difference between the two cases?—The difference was this: in 1841 it was the voluntary proposition of the Peninsular and Oriental Company to undertake the communication between Suez and Calcutta, with vessels of 520-horse power; it was not for a mail contract, a mail contract not being necessary; and they put in the 520-horse power with the intention, I believe, of shutting out the "India" and other vessels. It was for a passenger line, not for a mail line, because the same mails were carried by Government vessels to Bombay, and therefore there was no necessity for a mail line, or for her service as a mail packet; but it had been an object of great consideration both by the Government at home and the inhabitants of India to have a passenger communication with Calcutta the same to which the remuneration had been promised. The "India" was on the spot about to establish that, and the "Precursor" was being prepared to extend it; the Peninsular and Oriental Company came in with an engagement to do for apparently a very small sum what those vessels were then about doing; that was for the purpose of maintaining the passenger communication between Calcutta and Suez. They offered to do this with vessels of 520-horse power as a passenger line, which was of course a good deal better than doing it with vessels of 300-horse power, because the object was the accommodation of passengers, and no doubt a vessel of 520-horse power must have a great deal more accommodation for passengers than one of 300-horse power; and therefore in asking the East India Company to accept a vessel of 300-horse power instead of a vessel of 520-horse power, they were simply asking them to take a very considerable sum off their engagement. That was a very different thing from carrying the mails, which the "India" might have done; and in fact the experience of one year has proved that she was capable of doing it.

2280. You having stated your view of the reasons which influenced the East India Company, whether you are right in your view of those reasons or not, the fact was, that the steamer "India" being pressed upon the East India Company by the Peninsular and Oriental Company was rejected; is that so?—I understood that she was rejected, because it was not—

2281. Whatever were the reasons, was the fact so?—Yes.

2282. And your opinion was, that the Admiralty ought to have made in 1844 a different set of conditions, which would have included the steamer "India"?—I think the Admiralty having the plans and specifications of the ship "India" before them, ought to have judged from them as to the sufficiency of the vessel, and not from the nominal horse power.

2283. Do you think that if a public department, instead of laying down specific rules to which all parties must conform who make engagements with regard to the specifications of particular vessels, that would be a better mode of excluding favouritism than the mode which is now pursued?—Most assuredly it would be a proper mode.

2284. Mr. Elliot.] Am I right in understanding that the "India" was afterwards employed upon this very line by the Peninsular Company?—Yes, and they got 15,000 *l.* a year by her. They bought her for less than 15,000 *l.*, and they patched her up for 1,000 *l.*, and then got her surveyed in 1845, and she remained for two or three years in the contract ready to be employed, after being so patched up.

2285. Was she there as a reserve vessel?—Yes.

2286. Was there any difference in the specification of horse power for a reserve vessel in comparison with the vessels which were to carry the mails regularly?—Yes, there was a difference, and she was admitted upon that.

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2287. *Mr. Cooper.*] What was the amount of horse power required by the contract for a reserve vessel?—I suppose it must have been less than 300-horse power.

2288. *Chairman.*] Have you seen the contract?—Yes, but I do not recollect whether it was 300 or 250 horse power.

2289. *Mr. Elliot.*] Is it not customary that the reserve vessel is of less tonnage than the vessels which are regularly performing the voyages with the mails?—Yes, it is so, and we intended her to be so originally.

2290. When you tendered the "India," did you propose her as a reserve vessel, or as one of the regular vessels to carry the mails?—We proposed her for the China line.

2291. You never proposed her for this line at all?—We could not.

2292. *Mr. Cardwell.*] With reference to the Ceylon and Hong Kong contract in the year 1844, did you tender the steamer "India" for the Ceylon and Hong Kong contract?—Yes.

2293. Your intention being that the mails should be carried as far as Point de Galle by the Peninsular and Oriental Company, and taken up at that point by you, and carried in your ships to Hong Kong?—Yes.

2294. How many vessels would that service have required?—It would have required three vessels.

2295. How many vessels were you in possession of at that time?—We had one vessel.

2296. Where did you intend to get other vessels from?—We offered to hire them in India, where we had four or five at our disposal.

2297. You said the other day that it was not possible for you to guarantee any particular vessels in the Indian seas as being obtainable by you for that purpose?—We stated in the tender that we would hire such vessels as we could procure, but we could not do that, because no time was allowed.

2298. You said the other day that the "India," being a paddle ship, and over-built, was not particularly well qualified to deal with the typhoons in the China Seas?—She was not the vessel that I would have chosen.

2299. You also told us that you had in your eye, as one of the other vessels of the contract, a steamer which had gone to China in the year 1830?—Yes.

2300. Will you be so good as to state what, according to your intention, was to have been the third ship by which the contract was to be performed?—The tender states that two vessels were to be built within a year for that purpose.

2301. But speaking of time present, you intended to employ the "India," and to take the chance of a steamer which went out to China in the year 1830, and to take the risk of your being able to pick up a third vessel; was that your intention?—Yes; but a company of which I was a large proprietor had five ships in India besides the "India."

2302. Was that company of which you were a large proprietor able to guarantee that there would be other vessels to perform the contract?—Certainly. I made this tender quite certain that they would be very glad to employ their vessels there.

2303. Why then did you say, in answer to Question 1931, that you could not guarantee any vessels?—If we had not time to offer it to them, and get an answer from them, I cannot say that they might not turn round and refuse to let us have the vessels.

2304. Did you expect the Admiralty, in the absence of any guarantee, to form a contract with you to take the "India," which in your judgment was bad of her kind, as one ship, and to take a steamer which went to China in the year 1830, and which you thought you probably could get as a second ship, and the chance of some third ship then in the Indian Seas; upon that basis, did you expect the Admiralty to form a contract with you; was that so?—What I expect is stated in my former evidence.

2305. *Mr. Willcox.*] The "India" lay for a long time for sale in the London Docks, did she not, in 1839?—I think for three or four months; she lay there for sale.

2306. Was she not put up for sale at Lloyd's?—Yes, I believe she was.

2307. Who were the owners of the "India" when she sailed for India?—An old gentleman from Norfolk, a Mr. Bunyan, was the registered owner.

2308. He

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2308. He was not the real owner?—Yes, he was a real owner; she belonged to a company got up by Captain Ross, and he represented them.

2309. When she went to India, was she not mortgaged?—Yes, she was.

2310. To what amount?—She was under two mortgages, I understood, but what the other mortgage was I do not remember. There was 20,000 *l.* advanced to the builders, as stated in answer to Question 1814; but she was not under mortgage when I tendered her for contract mail service. The real owners were some 40 residents and natives in India, and seven firms and individuals in England, who purchased her from the mortgagees, and established the India Steam Company of Calcutta in 1841.

2311. You have stated that the "India" has been running on the line between Calcutta and Suez?—I never said that she was running on the line; she was employed on the line; she was receiving a certain portion of the money paid for the contract. I suppose about 15,000 *l.* a year would be her proportion.

2312. Are you aware that she never left her moorings?—Yes.

2313. The Peninsular and Oriental Company bought her, did they not?—Yes; after a desperately hard bargain.

2314. Are you aware that she was full of dry rot at the time they bought her?—Yes, but I am aware that they deducted 1,300 *l.* from the 15,000 *l.* which they engaged to pay, in consequence of that; and I am also aware that they told me it would require 16,000 *l.* to repair her when they offered 23,000 *l.* for her; and I sent in the same drawings that I had sent in to the Admiralty, and offered to do it for 8,000 *l.*, upon which they said, we will give you 15,000 *l.*

2315. Are you aware that the "India" has been broken up?—I never heard it till now.

2316. You stated that the Peninsular Company sent out to the China line two old vessels?—Yes, they were used in the Peninsular lines.

2317. What were their names?—The "Lady Mary Wood" was one, and the "Braganza" was the other.

2318. Are you not aware that in 1844 the "Lady Mary Wood" was only two years old?—Yes, I know it perfectly.

2319. Would you call her an old vessel?—Yes, she had been a good deal used there; the best proof of her age is, that she was inefficient before she could be relieved.

2320. How do you know that?—I have heard so.

2321. Are you aware that the "Braganza" was within a few months of the same age as the "India"?—I do not know that; I know that she had some repairs before she went there; such repairs as I should have given the "India."

2322. You said that you expected to hire in India a vessel called the "Fire Queen"?—I never said a word about the "Fire Queen"; the "Fire Queen" we had nothing to do with; the vessels which I mentioned are mentioned here.

2323. It is in the answer to Question 2135: "In Bengal, the 'Forbes,' 'India,' 'Dwarkanauth Tagore,' 'Henderson,' and 'Gordon', at Singapore, 'The Royal Sovereign,' 'Express,' and 'Windsor Castle'; on her passage out to India the 'Fire Queen,' built for a Calcutta company"?—If you look you will see that those are mentioned as the ships that are in India. I did not say that I had them; that is a quotation from a letter to Mr. Sidney Herbert, stating that there are those vessels there.

2324. But the India Steam Company possessed no other vessel than the "India," did they?—No.

2325. In one of your answers you stated first, that "no honest man," which you afterwards qualified by saying, "no man intending to act honestly, would sign a contract with such stringent clauses and penalties for over-times on arrivals"?—I did not say, "no honest man" would sign it. I said that you would not like to undertake such things if you could not honestly undertake to do them.

2326. Did you allude to the penalties for non-arrival in proper time?—Yes.

2327. I suppose you have read these contracts attentively?—Yes.

2328. And know them by heart, probably?—No, I do not think I know them by heart.

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2329. Has it escaped you that there is this clause in the contract: "The contractors are not to be liable to any penalties under this contract for any matters arising from circumstances over which they and their servants had not and could not have had any control, and which shall be so proved to the satisfaction of the said Commissioners"?—I do not recollect that particularly; there was some such clause.

2330. Did you ever see that clause before?—I see that if a vessel should have a very foul wind and could not get on, that clause would perhaps meet that case. But there are a great many causes from which an engine might break down, which would not be provided for by that clause.

2331. You particularly specified stringent clauses, and alluded to the penalties for arrival after time; you said that the clauses were so stringent that no honest man, or no man intending honestly, would sign the contract, because there were penalties for arriving over time?—I was speaking then with reference to the tenders which I got in 1840. This is the contract I was speaking of. I saw that the first condition was, that they were to be properly built and efficient vessels of 400-horse power; and then there are a number of clauses which I have marked here; the result of them is, first, that the contract was to provide for the passages being performed in a certain number of hours, under a penalty of 500*l.* for 12 hours' delay.

2332. With such a clause as that you would be afraid to make such a contract?—It exactly amounts to what I say; it is of no use to put such a condition into a contract, except to keep people away.

2333. In answer to a question put to you by the Chairman (1816), which was, "Whatever the nature of the arrangement between the India Company and the Peninsular Company was, the result is that they received 20,000*l.* a year for five years from the spring of 1841 for doing certain services; is that so?" you answer, "Yes." Is that answer correct, that for five years they received 20,000*l.* a year?—That is a mistake; they were to receive that.

2334. *Sir J. Hogg.*] For how many years did they receive that 20,000*l.* under the letter of the East India Company?—For two years.

2335. *Mr. Willcox.*] You have been speaking about screw vessels; did you ever command one?—No.

Thomas Crofton Croker, Esq., called in; and further Examined.

T. C. Croker, Esq.

2336. *Chairman.*] HAVE you brought with you the correspondence with the Admiralty under which the mails are conveyed from Point de Galle to Hong Kong?—I have.

2337. Will you state what the arrangement which has been made is?—The Peninsular and Oriental Company appear to have tendered to the Treasury "an extension of the China Mail Service, to and from Bombay instead of Point de Galle, calling however at the latter port as at present; for the performance of this extra service the Company required the sum of 8,000*l.* per annum; but inasmuch as the East India Company declined to contribute towards the expense their Lordships stated that they were not prepared to carry out this proposed arrangement. Under these circumstances, on the 28th April last, seeing the importance not only to the company but likewise to the public service, of having the facilities of docking and repairing their contract vessels at Bombay, they wrote to their Lordships, as per copy inclosed, tendering to perform this extra service without charge for seven to eight months in the year, to which arrangement their Lordships, in date 1st ultimo, as per copy inclosed, were pleased to signify their assent." The company then stated, that "having now secured a dock at Bombay they will be prepared, under the sanction of the Lords Commissioners of the Admiralty, to commence this extra service in the month of October next (1847) with the contract packets 'Pottinger,' 'Pekin,' and 'Braganza,' which latter vessel is by this time at Bombay re-coppering, and re-fitting for this object. It is proposed that these vessels should call (for mails and passengers only) at Colombo, and such other intermediate ports between Bombay and Point de Galle, as the Government and the company's agent at the former port may decide upon, limiting the time for all such stoppages to 36 hours; and inasmuch as the China mails from England depart under ordinary circumstances on the 29th of a month, and the distance from Bombay to Point de Galle

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Galle being 900 miles, it is submitted, to ensure punctuality, that the packets should leave the former port on the morning of the 21st of the month."

2338. Is that the whole of the arrangement that was then entered into?—It appears to be the whole. The Admiralty sanctioned the employment of the "Braganza," the "Pottinger," and the "Pekin," in the manner proposed.

2339. With reference to the matter you were asked upon when last examined, viz., the complaint which was made of the "Achilles," have you brought any further information respecting that complaint?—I have brought a copy of Sir Francis Collier's letter, transmitting the memorial of the Hong Kong merchants, and I have brought an extract from the journal kept by the Admiralty agent in charge of mails on board the "Achilles" Contract Steam Packet, on the voyage of that vessel from Point de Galle to Hong Kong and back.

2340. Does that journal relate to the time to which the memorial which Admiral Collier's letter encloses relates?—It appears to relate to the same transaction.

2341. The complaint was, that the vessel did not keep time; does that journal refer to that complaint?—The journal is a representation or complaint that the vessel did not keep time.

2342. Will you read it?—"Singapore, Monday, 11th December 1848. Employed coaling; this duty is performed at this port with a great deal of negligence and culpable want of activity; everything is left to the natives, and no one is present to hurry on those employed, although we are three days behind time; remonstrances appear useless, and that which should be finished in 12 hours will now take 36. Tuesday, 12th December, at 2 a.m., finished coaling, having been delayed for want of coolies, and a proper person from the office to superintend them: 2.45, weighed and steamed out of Singapore Roads; thick squally weather, with fresh breezes; noon, fresh breezes and cloudy, with heavy sea. The ship, in consequence of being so very deep, with 60 tons of coals on deck, 400 in the hold, and 240 tons of cargo on board, makes little progress; midnight, fresh monsoon, with heavy rain at times."

2343. Is the statement made in that journal, in your judgment, in contravention of the terms of the contract?—In regard to the vessel being behind time, it is.

2344. Is carrying a large amount of cargo an act that is within the control of the company or their servants?—If the delay of the vessel is occasioned by her taking too much cargo, the company or their servants ought not to allow the cargo to be taken in the vessel.

2345. The journal states that the vessel was so deep with her cargo as to impede her progress?—Yes.

2346. Is that, in your judgment, a circumstance by which they are likely to be unable to fulfil their contract?—I should say it was.

2347. What was done upon that representation?—I have stated that a letter was written to the company, calling their attention to the fact of the vessel carrying a heavy cargo, and to the lazy way in which she had been coaled.

2348. Was anything else done except what you stated in your last day's examination, viz., that the Admiralty expressed their satisfaction that the company had sent out an agent to Singapore?—Nothing else appears to have been done.

2349. Was no fine inflicted?—Not that I am aware of; I believe the case is still under investigation.

2350. By whom?—By the company.

2351. By whom on the part of the Government?—The Admiralty.

2352. What department of the Admiralty has such a matter under their investigation?—The Board of Admiralty.

2353. Have you got Admiral Collier's letter there?—I have.

2354. Will you read it?—"Hastings" at Hong Kong, 4 January 1849. Sir, I request you will be pleased to lay before the Lords Commissioners of the Admiralty the accompanying letter, dated 29 December, addressed to me by several of the principal merchants of Hong Kong, complaining of the inconvenience to which they are put by the contract packets conveying Her Majesty's mails in the China line not performing their voyages within the stipulated time. I fully concur in the statement made by these gentlemen, having myself been a witness of the evil of which they complain, and I am of opinion that the delays in the passages of these vessels may be mainly attributed to the excessive

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cargoes put on board them, especially opium, at Bombay. Previously to the receipt of the enclosed letter, I had instructed the Admiralty agents to protest against the vessels being laden to an extent likely to retard their voyages, and had addressed the directors of the Peninsular and Oriental Steam Navigation Company in London and their managing agent at Bombay, cautioning them of the penalties to which the Company are liable for breaches of contract, in the hope that I should have been spared the necessity of troubling their Lordships on the subject. I have the honour to be, &c. (signed) *F. A. Collier*, Rear-Admiral and Commander-in-Chief."

2355. Does the letter which you have just read refer to one or more than one breach of contract?—It transmits a memorial from the Hong Kong merchants, and it appears to refer to the statement made by them.

2356. Does it speak of that alone, or does it speak generally of delays?—It speaks of delays.

2357. Has any inquiry been made by the Admiralty into those other causes of breach of contract?—I believe inquiry has been made at the Admiralty.

2358. Who has made it?—I believe Mr. Worth, of the Packet department, has made it; it would be his duty to do so.

2359. He would be the party to inform us upon it?—Yes.

2360. Have you any other account of any complaints which have been made upon the subject of this contract?—No.

2361. Sir *J. Hogg*.] Has the Admiralty ever thought it necessary in any of the cases of complaint to inflict the penalty, or any portion of it?—I have already stated that they have inflicted a penalty upon the Peninsular and Oriental Company, and they have also inflicted a penalty upon the Royal Mail Steam Packet Company.

2362. *Chairman*.] Has any penalty been inflicted upon the Peninsular and Oriental Company for misfeasance of their contract in the Indian Seas?—No, I have had no return made to me of such an instance.

2363. Mr. *Elliot*.] There has been scarcely time to receive an answer to that complaint which was made about the coaling at Singapore?—I think there has been scarcely time.

George Worth, Esq., called in; and further Examined.

G. Worth, Esq.

2364. *Chairman*.] ARE you aware of a complaint being made on the 3d of October 1848 by the India and Australia Mail Steam Packet Company, that the Peninsular and Oriental Steam Packet Company did not employ steam vessels of the size required by the contract between Suez and Calcutta, and between Ceylon and Hong Kong?—There was that complaint.

2365. What was done in consequence of that?—Mr. Croker has I believe read the Committee the answer of the Admiralty.

2366. Sir *J. Hogg*.] Is there any such company as the India and Australia Company in existence now?—I am not able to answer that question. A letter was written by the secretary of the company styling itself the India and Australia Mail Steam Packet Company. I think they had a charter.

2367. *Chairman*.] The Committee has been informed before that the company were acquainted by the Admiralty "that they had omitted to state in what particulars they considered the contract with this company is now infringed, and that the Admiralty were not aware that any requirements of that contract are not now observed, excepting that the 'Haddington,' temporarily employed in the place of another vessel, is 442-horse power, instead of 500-horse power;" do you know whether they afterwards supplied any particulars?—Yes, they sent a letter entering into particulars; I have not got a copy of that letter with me.

2368. It was a recent transaction; can you state what the particulars are that they further supplied?—I cannot; I have not got it in my précis.

2369. This is a matter in your office?—Yes.

2370. Will you furnish those particulars to the Committee on a future day?—If the Committee wish it, I will do so.

2371. Will you state to the Committee how many tenders were put in in 1848 for the renewal of the contract from Southampton to Alexandria?—I believe only two; one on the part of the Australian Mail Company, and the other on the part of the Peninsular and Oriental Company.

2372. The

2372. The tender from the Australian Mail Steam Packet Company was not finally accepted?—Certainly not.

2373. At what date was it that that was finally rejected by the Admiralty?—It was only rejected, if I recollect rightly, speaking from memory, in consequence of their saying to the Admiralty that they were unable to fulfil the contract; they had not vessels, nor had they the means of carrying out the contract.

2374. Can you inform the Committee, after that arrangement came to an end, what passed between the Peninsular and Oriental Company and the Admiralty?—The Admiralty were driven, in consequence of the failure of the Australian Company, to ask the Peninsular Company if they could undertake the conveyance of the mails.

2375. Do you recollect about what time it was that the Admiralty made that communication to the Peninsular and Oriental Company?—No, I think it was within a few days, it may have been probably a fortnight; I will not say positively.

2376. What was the answer of that Company?—The answer of that Company was that they were willing to undertake the contract upon the same terms, or if not upon the same terms with a slight modification of the terms of the existing contract.

2377. Was that near the time at which the mail was appointed to depart?—Yes; it was so near that before the contract with the Peninsular Company was signed the vessel had sailed with the mails, there being no existing contract; in point of fact, I believe the Peninsular Company sent a vessel with those mails in order that there should be no delay.

2378. They sent a vessel with the mails, though the contract had not been formally signed?—Yes; in consequence of the failure of the Australian Company.

2379. Was there any condition appended by the Peninsular and Oriental Company upon their engaging to perform that service, as to time?—I think not; I think the contract was to date from the commencement of their sailing with the mails, or a very short time previous to that.

2380. Did the communications upon the subject take place verbally or in writing?—In writing.

2381. They can be produced?—Of course, as far as I am aware, they can.

2382. Will you, on a future day, bring any further particulars that were supplied by the Indian and Australian Mail Steam Packet Company and also supply the correspondence which led to the renewal of this contract?—Yes.

2383. *Mr. Cowper.*] Was not it the fact that the agreement between the Admiralty and the Peninsular and Oriental Company was, that the contract should continue from the period of its commencing, which was the 8th of January 1849, upon the terms prescribed in the contract, viz. that it might be terminated on the 1st of January 1853?—Yes, that is what I wished to convey just now; that is the state of the case.

2384. *Sir J. Hogg.*] Is that the same period as the period at which the contract between Suez and Calcutta will terminate?—Yes.

2385. *Mr. Cowper.*] Though the formal contract was not actually signed till after the 8th of January, the Boards had had a written communication before the 8th of January, and had made the arrangement?—Yes, that is the date.

2386. *Chairman.*] Can you supply any further information to the Committee in regard to the case of the "Achilles" than you supplied *Mr. Croker*?—No.

2387. *Mr. Brown.*] There has been no report from the agent of the company who was sent out to Singapore?—No.

2388. *Chairman.*] Are you aware whether the Admiralty have investigated that complaint?—I cannot say further than that the company was called upon for an explanation; but the Admiralty investigate every complaint that is made to them, and the company is always called upon to make an explanation of every delay.

2389. Admiral Collier's letter seems to refer to more than one non-fulfilment of contract as to time; have the Admiralty instituted any inquiries to ascertain whether, in fact, there has been more than one breach of contract as to time?—A letter has been written to the Admiralty by the Admiralty agent, and, in fact, the duty of the Admiralty agent, who has charge of the mails, is to report to the Admiralty any breach of contract.

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2390. Has there been any report, on the part of the Admiralty agent, except in this one case?—All these complaints are founded principally, I think, upon the reports of the Admiralty agent, made either to the Admiralty or to the officer at Southampton.

2391. How many complaints have there been from the Admiralty agent upon this particular line of service, from Ceylon to China?—I think there are about four complaints; there may be five.

2392. All at the same time?—No; that is, between 1846 and the present time.

2393. Has there been any fine inflicted in consequence of any of those complaints?—Not since my time; not since 1846.

2394. Can you inform the Committee, either now or upon another day, what those several complaints have been, and what steps have been taken upon them?—That has been already given in evidence, I think.

2395. Sir J. Hogg.] Is the complaint relative to the "Achilles" the only one now pending?—I believe it is.

2396. If there be any other complaints now pending, and not yet inquired into, will you bring them upon a future day?—Yes.

Veneris, 20^o die Julii, 1849.

MEMBERS PRESENT.

Sir James Hogg.
Mr. Elliot.
Mr. Brown.
Mr. Willcox.
Sir William Clay.

Mr. Bankes.
Mr. Mangles.
Mr. Cowper.
Mr. FitzRoy.

J. W. HENLEY, Esq. IN THE CHAIR.

George Worth, Esq., called in; and further Examined.

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2397. *Chairman.*] WHAT Papers do you produce?—The correspondence which led to the renewal of the contract with the Peninsular and Oriental Company for mail service between Southampton and Alexandria.

2398. Can you state, shortly, the substance of that correspondence, or do you propose to put it in?—If you please, I will read it.

2399. What is the date of the first letter to which you are going to refer?—The 20th of December.

2400. What is the date of the letter to which that refers?—The 19th of December, which letter I have not got; it was from the Peninsular Company, asking the Admiralty whether their vessels would be required; they did not appear clearly to understand whether they would be or not.

2401. What is the answer to that?—The answer to that is, "That the negotiation with the India and Australia Mail Steam Packet Company for the conveyance of the mails between Southampton and Alexandria being now closed, my Lords are willing to reopen the negotiation with the Peninsular and Oriental Steam Navigation Company, should they be prepared to renew the offer made in July last, namely, to undertake the service for a term of three years, with one year's notice, at the rate of 24,000 *l.* for the first year, with an abatement of 500 *l.* a year afterwards."

2402. What was the reply of the company to that communication?—The company agreed to those terms.

2403. On what date?—On the 22d, immediately afterwards; the Admiralty letter to them was dated the 20th, and they answered on the 22d.

2404. You have not got the preceding letter of the Peninsular and Oriental Company, you say?—No, I did not think it was necessary to bring that. I was not aware you would require it.

2405. I mean the letter that led to that letter of the Admiralty?—What immediately

immediately led to it was this: on the 20th of December it appears that there was a personal communication between the secretary of the Australian Mail Steam Packet Company, the Secretary of the Admiralty, and one or two members of the Board. I believe Mr. Cowper was one; I was not present at this meeting.

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2406. Be good enough to confine yourself to what took place after the matter between the Australian Company and the Admiralty was closed; I want to know if you have got the letter, reopening the matter with the Peninsular and Oriental Company?—That is the one which I have just read, dated the 20th of December.

2407. From the Admiralty?—From the Admiralty.

2408. What was the answer of the Peninsular Company to that?—This, which is dated the 22d of December 1848: "Sir, I have the honour to acknowledge the receipt of your letter of the 20th instant, stating that the Lords Commissioners of the Admiralty are willing to reopen the negotiation with the Peninsular and Oriental Steam Navigation Company, if the company should be prepared to renew the offer made in July last, for the conveyance of the mails between Southampton and Alexandria. In reply, I am authorized by the directors of this company to state that they are willing and prepared to continue the conveyance of these mails upon the terms specified in the offer referred to; namely, for three years certain, and one year's notice, should their Lordships then deem it expedient to give it, paying for such service for the year—

	£.
1849 - - - - -	24,000
1850 - - - - -	23,500
1851 - - - - -	23,000
1852 - - - - -	22,500

The vessels to ply as heretofore, in connexion with this company's vessels, conveying the mails between Suez and India and China. All other conditions stipulated in the existing contract for this service, dated 26th August 1840, to remain in force."

2409. Upon that, what did the Admiralty do?—The Admiralty wrote to the company on the 22d, the same day they received it, saying, "Gentlemen. Having laid before my Lords Commissioners of the Admiralty your letter of this day's date, stating that you are willing to continue the conveyance of Her Majesty's mails between Southampton and Alexandria, upon the terms specified in the offer made by you in July last, I am commanded to acquaint you that my Lords have communicated to the Treasury your willingness to undertake the service on those terms, and expect to be able to enter into an agreement without further delay." That is addressed to the company.

2410. Does that conclude the matter, or is there any further communication upon that subject?—A letter was written to the Treasury on the same day, asking their sanction; the Treasury gave their sanction, and upon that an agreement was made.

2411. When was the service commenced?—The first vessel that sailed was the "Indus," which sailed with the mails from Southampton on the 20th January following.

2412. Nearly a month afterwards?—Yes.

2413. This negotiation was concluded in the latter part of December, and the first vessel sailed the 20th of January?—Yes.

2414. Have you anything further to communicate upon that contract?—No; I think that was all I desired to add; the contract was concluded upon those terms, and it is dated the 6th January 1849.

2415. Have you any further letters with reference to the China complaints?—Yes, there was a complaint, I find, respecting the "Pekin."

2416. That is beyond what we have had in evidence?—Yes, it has appeared subsequently. I was not aware of that at the time. In January there was a complaint against the "Pekin," on account of her having been delayed in consequence of her having on board 1,463 chests of opium. The admiral was desired, in reply to that, to instruct the Admiralty agents to report in detail any similar breaches or delay in the arrival of the vessels.

2417. By whom was that complaint made?—By Sir Francis Collier.

2418. Was there another, a second complaint?—Yes.

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2419. Was nothing done upon that, except to direct Sir Francis Collier to report any future misfeasance of the company?—This was communicated to the company, and the Admiralty expressed a hope that when they gave their reply respecting the “Achilles,” they would also report upon this vessel.

2420. Has any penalty been imposed, or anything of that sort inflicted, in consequence?—There has been no report from the company.

2421. Have you any further matters relating to the performance or non-performance of that contract to state?—I have brought down some of the journals of the Admiralty agents.

2422. Have you looked through those journals, or has any extract from them been made?—I have looked through them, and I have put memoranda here as a reference.

2423. Do you find any complaints in them?—No, there are no complaints, but they account for certain delays in the passages, that it is from bad weather, and sometimes from an accident to the machinery, and things of that sort.

2424. There are delays recorded, and they are accounted for in the manner you have stated?—Yes.

2425. But there are no complaints other than what you have stated:—None other than what I have stated. I may observe that the Admiralty agents seldom, I believe, omit to make complaints if there are any, and therefore those journals are examined by the officers at Southampton, before being forwarded to the Admiralty.

2426. That is merely your opinion, as to their not omitting to make complaints; that is not a matter within your own knowledge?—I have not seen any of those journals come here that were unaccompanied by any complaints beyond what has been already stated.

Thomas Crofton Croker, Esq., called in; and further Examined.

T. C. Croker, Esq.

2427. *Chairman.*] ARE you aware when the contract was first entered into for the conveyance of the mails between England, the West Indies, the Gulf of Mexico, and other places in that direction?—The contract appears to have been signed on the 20th of March 1840.

2428. Was there a précis of the correspondence which took place between the Board of Admiralty and the contractors stating the various matters, prepared for the Committee of the House of Lords two years ago?—Yes.

2429. Can you furnish this Committee with a copy of that précis?—Here it is (*producing the same*).

2430. You have it there printed?—Yes.

2431. Can you put it in?—Yes (*delivering in the same*).

2432. Did you make this précis?—I made that précis.

2433. I will read this to you, and you can state whether it is correct: “On the 12th of April 1839, Mr. Irving and four other merchants of the city of London proposed to the Treasury to organize a company for the conveyance of the mails by steam between England and the West Indies, the Gulf of Mexico, and other places, twice a month, for 240,000 *l.* per annum, and submitted a plan of the arrangement they proposed;” is that so?—It is.

2434. This plan was sent by the Treasury to the Admiralty for the opinion of that Board?—That was on the 17th of April.

2435. Did the Admiralty state, in reply, that the annual cost to the Government of the West India and Mexican Packet Communication, as then arranged, by sailing vessels, was 76,373 *l.*, and that this proposal therefore involved an additional expense of 163,627 *l.* per annum, which would be increased by Admiralty agents’ pay to about 165,000 *l.*?—The Admiralty did state this to the Treasury on the 4th of May.

2436. Did the Treasury, having taken into consideration the advantages to be obtained by this increased expenditure of 165,000 *l.* per annum, refer the subject again to the Admiralty, in order that the Admiralty might communicate upon the details of the plans with the parties who had proposed it, and arrange with them the conditions of a contract which the Treasury were prepared to sanction upon just and reasonable terms?—The Treasury did so on the 11th of June.

2437. Did the Admiralty, in compliance with the wishes of the Treasury, enter into communication with Mr. Irving?—They did on the 19th of June.

2438. Were

2438. Were some points in the proposed contract discussed, and did the Treasury permit the Admiralty to make the contract for 10 years?—Those points were discussed between the 21st and the 26th of June, and the Admiralty were permitted to make the contract for 10 years. I have got the papers here respecting the points which were discussed; they are very voluminous.

2439. Was Mr. Irving acquainted of this concession, and of the decision of the Government upon this and the other points under discussion?—He was, on the 28th of June.

2440. Was a draft of conditions sent to Mr. Irving, who was informed that the Admiralty were prepared to enter into a contract accordingly?—Yes, on the 13th of August.

2441. Did Mr. Irving assent to the conditions of the contract on behalf of himself and the other gentlemen with whom he was in association, with some slight alterations in three or four clauses, and did he propose that the commencement of the contract should be August 1841, instead of April in that year?—Yes; the correspondence on this subject appears to have taken place between the 15th and 19th of August.

2442. Did the Postmaster-general acquaint the Admiralty that he saw no objection to the plan proposed for the contract as a general measure?—He did, on the 26th of August.

2443. Were the conditions sent by the Admiralty to the Treasury, stating that they had been arranged to the satisfaction of the Post Office?—Yes, on the 27th of August.

2444. Did the Treasury acquaint the Admiralty that the security for the performance of the West Indian mail service, by contract, might properly be fixed at 50,000 *l.*, and that security to that amount should be required?—Yes, on the 20th September.

2445. Was Mr. Irving acquainted of that?—He was on the following day.

2446. Did Mr. Irving state that the Great Seal had been affixed to the Royal Charter incorporating the Royal Mail Steam Packet Company, that the company was then in a situation to execute the proposed contract, and request a draft of it?—Yes; on the 3d of October.

2447. Did Mr. Irving also request that the company might be relieved from the necessity of finding the required security of 50,000 *l.*?—He appears to have made that request on the same day.

2448. Was Mr. Irving acquainted that the Treasury saw no reason to alter their decision respecting the security?—Yes, on the 16th of October.

2449. Did Mr. Irving enclose a draft of the conditions of the contract which, with a few slight alterations not objected to by the Admiralty, he stated the Royal Mail Steam Packet Company considered complete as regarded the details of that measure?—Yes, on the 18th of December.

2450. Did he state that the port of departure, and the manner in which the required security was to be taken, alone required to be settled?—He did so state.

2451. Was a copy of this communication sent to the Treasury?—Yes, on the 20th of December.

2452. Did Mr. Irving propose Andrew Colville, esq., and James Cavan, esq., as securities?—Yes, on the 27th of February 1840.

2453. Did the Treasury send a letter from the British Consul in Haiti expressing his opinion that Cape Nicola Mole and Samana would not be fit places of resort for British packets, and that Port-au-Prince would be a better port for this object?—They did, on the 28th of February.

2454. Was the draft of the contract, as arranged by the solicitor of the Admiralty with the solicitor for the company, sent to the Treasury?—Yes, on the 23d of March.

2455. Was it, on the part of the company, desired that the clause for referring differences to arbitration, which extended only to compensation for increased rates of freight and insurance, should be extended generally to all matters of difference which might arise under the contract?—Yes.

2456. Did the Treasury consider that the original agreement should be adhered to, and, consequently, that the arbitration should not be general?—They did.

2457. Was the contract signed?—It was, on the 20th of March 1840, as I before stated.

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2458. Was there an order, or precept of the House of Commons calling for a copy of the contract whereby the mails to the West India Islands were to be carried by steam navigation?—Yes, the precept of the House of Commons appears to have been dated the 22d of May 1840.

2459. Was a copy presented to The House in consequence?—A copy appears to have been presented on the 29th of May.

2460. Did the Royal Mail Steam Packet Company state that they were anxious to establish dépôts for coal at such places as might best enable them to fulfil their contract, and having fixed their attention upon Fayal, did they request information respecting, or charts of the Azore Islands, from the Admiralty?—They did, on the 7th of August; but I should observe that Fayal is a place not mentioned in their contract.

2461. Was anything done in consequence of that requisition of the Royal Mail Steam Packet Company?—Yes, it was referred to the hydrographer of the Admiralty.

2462. Did the Court of Directors of the Royal Mail Steam Packet Company state that they had appointed James M'Queen, esq. to represent the company, and to proceed to the different colonies and islands in the West Indies to make arrangements for the due fulfilment of their contract?—They did, on the 12th of October.

2463. Did they request the Admiralty to give such instructions to the naval officers in the West Indies as would facilitate Mr. M'Queen's movements, and that he might be ordered a passage out in a man-of-war or steamer, with directions to stop a day or two at Fayal, to enable him to make inquiries and arrangements for a coal dépôt there?—They did.

2464. Was a passage for Mr. M'Queen to the West Indies ordered in Her Majesty's ship "Blazer," on payment of the usual passage money?—It was.

2465. Did the Admiralty refuse to allow her to be delayed at Fayal, as her services were urgently required in the West Indies?—They did.

2466. Did Mr. Irving state that difficulties had arisen with the Haitien Government, which rendered it necessary to give up Samana as the port of departure for England, and that it was uncertain whether any satisfactory arrangement could be made at Havanna?—He did, on the 14th of November.

2467. Did the Company therefore wish Turk's Island and Nassau to be substituted for Samana and Havanna?—They did.

2468. Did the Company wish the vessels not to call at Trinidad de Cuba (as arranged by contract), and a communication with Madeira and the Azores to be opened; for which purpose did they transmit a scheme of routes, and request an early answer, as Mr. M'Queen would proceed to the West Indies by the December packet?—They did.

2469. Was a copy of this communication sent to the Treasury, and were their Lordships acquainted that if they desired the proposed alteration of the routes in the contract to be investigated and reported on, the Admiralty would take measures for stating their opinion as to its expediency?—Yes; that was on the 16th of November.

2470. Did the Treasury wish the proposed alterations in the contract to be investigated and reported on?—They did, on the 18th of November.

2471. Were Captain Beaufort, the hydrographer of the Admiralty, and Sir E. Parry, the comptroller of steam machinery and the packet service branch, ordered to report upon it?—They were.

2472. Did they report?—They did.

2473. Were the Treasury informed upon that report, that the Admiralty saw no objection to allowing, as an experimental measure, the proposed or any other similar modifications of the existing contract, but with the unqualified understanding that the permission should not in any way affect the original contract, should it be deemed desirable by Her Majesty's Government to adhere to it?—The Treasury were so informed on the 30th of November.

2474. Was it the case that the Treasury had no objection to the arrangement proposed by the Admiralty, and was Mr. Irving acquainted accordingly?—Yes.

2475. Did the Royal Mail Steam Packet Company, with reference to the Admiralty letter of the 1st of December 1840, wish the routes of the packets to stand as settled by the correspondence, when the Company should be enabled to

to undertake the full service twice a month?—Yes, on the 24th September 1841. *T. C. Croker, Esq.*

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2476. Did they wish, however, the packets to call on the outward voyage at Ferrol or Corunna, instead of proceeding direct to Barbadoes?—They did.

2477. Did they regret their inability to commence the full performance of their contract until the 1st of December next, the shipbuilders and engine-makers having disappointed them?—They did.

2478. Did they wish to commence a partial performance of the service contracted for on the 15th of November, having eight (out of their 14) vessels ready, which, with the assistance of two of Her Majesty's steamers, would enable them to carry the correspondence once a month?—They did.

2479. Was a scheme prepared by Mr. McQueen, and forwarded for this purpose, in which the company suggested that the Government should concur as speedily as possible; as, if agreed to, no more sailing packets need be sent out from England after the 15th October next?—There was.

2480. Were the company acquainted, in reply, that the Admiralty had received this communication, that they were unable to perform their contract, with very deep regret?—Yes, the company were so informed, on the 29th of September.

2481. Were they reminded that by that contract it was stipulated that they should have no less than 14 large steam vessels in readiness at their respective stations, to be brought into operation on the 1st December then next, but that even an earlier date appeared to have been contemplated; and were they not informed that the Admiralty considered it unnecessary to enter into the minute details of the scheme of routes, when so serious an objection to it existed as that of depriving the West Indies of the fortnightly communication then enjoyed with England?—They were so informed.

2482. Was this also stated: "For although the course of post will be shortened and rendered more punctual by the substitution of steam for sailing packets, yet the Admiralty consider, in effecting so serious and extensive a change of system, the maintenance of the equality of the intervals already established to be of paramount importance to that of opening new lines of communication, or proceeding on speculative grounds with parties unable to perform what they have already undertaken"?—It was.

2483. Did the Admiralty state, that in their wish indulgently, and even favourably to view the question, as regards the relaxation of the contract, "so far as the commencement of the entire scheme is concerned, they are of opinion that a fortnightly communication with the West Indies, and a communication once a month to Havanna and Mexico, could be maintained from the 1st of December by the probable means at the command of the company, supported by Her Majesty's steam vessels"?—The Admiralty did so state.

2484. And with that view did the Admiralty state that they were ready to consider a temporary modification of the service contracted for?—They did.

2485. Did the Admiralty in conclusion request the Company to name before the 15th of November when and where the vessels would be ready for survey as arranged by contract?—They did.

2486. Was an immediate reply requested from the Company respecting their means of commencing the contract, as it became necessary, in consequence of their failure, to provide the number of vessels stipulated for at the proper time, that the Admiralty, with the view of protecting the public interest, should give instructions by to-morrow's post respecting the appropriation of and supplies for Her Majesty's vessels for the maintenance of the West India Mail service until the company were in a condition to fulfil their contract?—Yes; that communication was made on the 14th of October.

2487. Was there a reply from the company declining any partial performance of the service contracted for, "as this could not be accomplished without inflicting serious injury, not only upon the company, but upon the public service," and suggesting the postponement of the commencement of the contract until a sufficient number of their vessels could be got ready to carry the whole plan into execution at once?—Yes.

2488. What date was that?—The 14th of October.

2489. Did the company tender seven steam vessels for survey by the 15th of November?—They did, on the 16th of October.

2490. Were the company, in reply, acquainted that in point of time for the commencement

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commencement of the contract the Admiralty would grant till the 1st of January, and further, if it should be required by the company, till the 1st of February; holding the company, at whichever period they might decide upon, responsible for the execution of the contract?—They were.

2491. Did the Treasury request, for the Post-office, definite information respecting the routes of the contract packets in the West Indies?—They did, on the 8th of November.

2492. Was it the case that that information could not be afforded, in consequence of no final arrangements having been made?—Yes; it could not be afforded.

2493. Did Mr. Irving state that the Company were in a condition to make arrangements for the commencement of the service they had contracted for, and request an interview for himself and Mr. M'Queen, to arrange the details?—He did, on the 26th of November.

2494. Was he desired to send in writing whatever modifications of the contract the company intended to propose?—He was, on the same day.

2495. Accordingly did Mr. Irving, in consequence, send the entire plan for performing the service, and also a plan for partially commencing the contract?—He did, on the following day.

2496. Was that entire plan printed for circulation to Her Majesty's Government?—It was.

2497. Were the company informed that the Admiralty were ready to exercise the right vested in them by the contract of altering the routes therein laid down, so soon as it could be ascertained from survey the draft of water of the vessels, to enable their Lordships to form a correct opinion upon the scheme of the company then submitted to them?—The company were so informed on the 2d of December.

2498. Did the Admiralty further state, that in June last the company had been informed of the willingness of their Lordships to investigate whatever modifications of the contract the company intended to submit; and that in August last the company were requested to state what number of steam vessels they could dispatch from England, in order that the Admiralty "might make corresponding arrangements, to prevent any delay or inconvenience to the mail service."?—Yes.

2499. In answer to these communications, were the Admiralty informed, on the 26th of November, that the company was in a condition to make arrangements for the commencement of the service they had contracted to perform on the 1st of December, and that seven of the 14 vessels, which ought according to the terms of the contract to have been provided before that day, were ready for survey; and was a suggestion offered that definite instructions should be forwarded by the next West India mail, on the 1st of December?—Yes.

2500. Did the Admiralty feel that at a notice of two days, after an interval of five months, they could not attempt to issue definite instructions upon so important and complicated a subject as that of extended and combined nautical movements, the failure in any one of which might derange the whole chain of communication; and did the Admiralty state that they therefore could not enter into any negotiation with the company which might compromise the power vested in them by the contract?—They did.

2501. Were the Treasury, Post Office, Foreign and Colonial Offices requested to send (to-morrow) a competent person to the Admiralty, to attend the discussion of the arrangements to be made for the mail service in the West Indies?—Yes; this request was made of those departments on the 6th of December.

2502. Did they send any one in consequence?—They did.

2503. Did Mr. Irving propose various modifications of the contract?—He did, on the 6th of December.

2504. Were those modifications submitted to the Attorney-general and the counsel to the Admiralty; and was a reply framed by them, assenting to some, and dissenting from other of those proposals, sent to the company?—Yes, on the 13th of December.

2505. Was that reply communicated to the Treasury?—It was.

2506. Did they concur in it?—The Treasury did concur in the reply, on the 14th of December.

2507. Was

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2507. Was the intention of the Admiralty communicated to the naval authorities in the West Indies, that if the company should have sent out six steam-vessels from England before the 29th of December, the company's vessel should take out the 1st of January mail?—It was on the 15th of December.

2508. Was the whole case submitted for the opinion of the law officers of the Crown, whether, with reference to the existing contract, there was any danger of the contract being so far vitiated by the concessions made, as to enable the company to throw the contract up, or avoid the penalties?—The case was submitted for the opinion of the law officers of the Crown on the 15th of December.

2509. Did the law officers give an opinion?—They did, on the 18th of December.

2510. Can you state what that was?—I cannot from memory; it is preserved in the records of the Admiralty, amongst the opinions of the law officers.

2511. Do you know whether it stated that there was danger of vitiating the contract, or enabling the company to throw the contract up, or avoid the penalties?—I think not; but there were some guarded expressions in the opinion.

2512. Was any remonstrance made against Falmouth being the packet station?—The company appear to have remonstrated against Falmouth being the packet station, on the 22d of December.

2513. Did they state that they had despatched four of their steam-vessels from England, and request that two more might take out the January mails for different parts of the West Indies, as they could not rely on the vessels of smaller power permitted to be employed by the Admiralty performing the work laid down in the scheme?—They did.

2514. Did the Treasury forward a letter from Mr. Irving to the Earl of Aberdeen respecting the privileges sought by the company to be obtained from the United States of America, with a statement of Mr. Fox's opinion?—They did, on the 29th of December.

2515. Did the Admiralty decline recommending pressing this subject upon the American Government at present, under the circumstances stated by Mr. Fox?—Yes, on the 31st of December.

2516. Did the Treasury approve of the Admiralty letter of the 30th December to the company, granting further indulgences?—Yes, on the same day.

2517. Did the Post-office request that as there was no British subject to whom the mails could be delivered at Cape Nicola Mole, they might be delivered at Cape Haytien, the company having intimated that they had no objection?—They did.

2518. In consequence of directions received from the Treasury, did the Admiralty state that they could give no sanction to this arrangement?—Yes.

2519. Can you state why they declined it?—No; the Admiralty received directions from the Treasury.

2520. The Admiralty merely declined to sanction it, in consequence of the directions they received from the Treasury?—Yes.

2521. Had the "Actæon" contract vessel sailed from England before she could have been surveyed?—Yes.

2522. Did anything emanate from the company urging the necessity of their vessels being allowed to call at Corunna and Madeira?—Yes; a communication from the company appears to have been made to the Admiralty on that subject, on the 10th of January 1842.

2523. Did the company state that the intervals for despatching the West India mails on the 1st and 15th of each month would be attended, as was foreseen, with inconvenience to the public service and the company; and request, in consequence, instructions to be given to the Admiralty agents to co-operate in carrying out the plan?—Yes.

2524. Were the Admiralty never made acquainted with any difficulties so stated to have been foreseen; and did they presume, when these periods were fixed by the contract, that the company had made all due calculations upon the subject?—Yes.

2525. Did the Admiral at Bermuda state that the instructions printed by the company differed from those issued by the Admiralty; and that he presumed the company's scheme to be right, which gave 13 instead of three hours

T. C. Croker, Esq. for coaling at Bermuda, instead of Fayal?—Yes; and he was acquainted that three hours at Bermuda, and 13 at Fayal, to coal, was the entry in the company's original scheme lodged in the Admiralty.

2526. Did the Admiral at Bermuda, forward an application from the agent of the company, for accommodation to be provided at the naval dockyard for the contract packets touching at Bermuda?—Yes, on the 4th of February.

2527. Was an answer returned by the Admiralty, that until it was ascertained that these vessels could be supplied elsewhere, whatever accommodation could be given them at the naval yard might be so supplied, but that coal must not be deposited in the yard to an inconvenient extent?—It was.

2528. Did the company again remonstrate against the intervals of the 1st and 15th of each month, and request the Admiralty agent's co-operation?—They did, on the 4th of February.

2529. What was done in consequence?—A report appears to have been made, but I have not got that report with me.

2530. Did the Admiralty make no objection to the company's vessels touching on their outward voyage at Corunna, and Madeira, experimentally?—The Admiralty made no objection to the experiment.

2531. Was a report made by the Admiralty agent on board the "Tay" contract vessel, complaining of delays in coaling, &c.?—Yes, on the 22d of February.

2532. Was that sent to the company?—It was.

2533. Was anything else done in consequence?—I have no doubt the company offered some explanation, but I have not got it with me.

2534. Perhaps you can supply that on another day?—It can be supplied, but when I state that the height of the correspondence from the ground is five feet six, it will be seen what a mass of papers it is to select from.

2535. Perhaps you can ascertain without going through that correspondence whether any fine was inflicted, so that a breach of the contract might be inferred?—I can answer that question most readily; I have got here a statement of the amount of fines, with the dates, for breaches of contract.

2536. Does there appear to have been any fine inflicted in consequence of the complaint of the 22d of February 1842?—No.

2537. Did the admiral of Barbadoes report his detention of Her Majesty's steamer "Flamer" to take the northern mails, no contract vessel being there to convey the mails?—He did, on the 22d of February.

2538. Does a report made by you to the Admiralty contain this passage, "It appears from the reports of the Admiralty agents on board the contract vessels of the Royal Mail Steam Packet Company, the representations of Captain Ellice, Vice-admiral Sir Charles Adam, the Treasury, the Foreign, Colonial, and Post-offices, merchants, &c., as well as from the statements and explanations offered by the company, that the company undertook an extended scheme of routes upon their contract, without proper preparations for even the execution of the original contract"?—It does.

2539. That result was obtained by you from your examination of that very voluminous correspondence which you have referred to?—Yes; that was an official report which was made to the Board of Admiralty in May 1842, which shows the derangement into which the affairs of the contract service were thrown.

2540. Does the report state, "That their vessels were hastily tendered for survey, and some of them despatched without being properly fitted and equipped for the mail service, not having a proper number of boats, &c."?—It does.

2541. Does it state, "That no efficient arrangements were made for coaling the vessels in the West Indies, or steps taken by the company to provide for quarantine and local restrictions, and that the company had not despatched from England, to be in readiness for the commencement of their contract, a sufficient number of vessels"?—It does.

2542. Does it state, "The consequences have been a total derangement of their scheme of routes; and had not Sir Charles Adam aided the contractors with coals, and with the assistance of four or five of Her Majesty's vessels, and the Deputy Postmaster-general at Jamaica, and Her Majesty's Consul at the Havanna, taken upon themselves to hire vessels to convey the mails, matters might have been worse than they are"?—It does.

2543. Does

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2543. Does it state that, "No proper instructions seem to have been given by the company, or if given, appear to have been disobeyed by their officers and servants"?—It does.

2544. Does it state that, "The Admiralty agents appear to have been treated in some instances very improperly, as in the case of Lieutenant Williamson, brought under the notice of the Admiralty by Captain Ellice's letter of 8th May 1842; and in other cases the authority of the Admiralty agents appears to have been openly set at defiance"?—It does.

2545. Does it state that, "The commanders of the company's vessels having acted in some cases on their own responsibility, without the concurrence of the Admiralty agent on board, in other cases having obeyed his orders, Sir Charles Adam having given orders, his orders having been misunderstood a Mr. Kains (said to be a Post-office Commissioner in the West Indies, but whose power to interfere the Post-office have denied) having also given orders, it is impossible for any one in England, or even in the West Indies, to say when or how the mails are to be conveyed"?—It does.

2546. Does it also appear "by the three last packets (the 1st April, 15th April, and 1st May), the company were allowed to despatch orders, which they state will have the effect of reducing the West India Mail Service to proper order, and the Admiralty agents and Post-office authorities have been directed not to interfere in any way with these orders; but even in these orders some misunderstanding must arise from the company having neglected to post their letters by the mail, which apprized the Government officers of the indulgence granted by the Admiralty"?—It does.

2547. To what date does that bring the transactions down?—To May 1842.

2548. Can you supply from any other precis, anything which will carry the transactions with this company down to a later date?—I cannot.

2549. From whom must the Committee get that information?—The papers are in the Record-office of the Admiralty.

2550. How long from 1842 were you concerned in these matters?—I was in the packet department till 1846.

2551. In consequence of this report were any steps taken by the company to reduce the service into a better state?—Yes.

2552. You know that yourself?—I know that myself.

2553. Can you state generally whether down to 1846, the period to which you remained in the office, the service was or was not performed to the satisfaction of the Admiralty?—It was gradually improving during the whole time, but I believe never entirely performed to the satisfaction of the Government.

2554. Was any alteration made up to 1846, in the terms of the contract?—Not in the contract itself, but it underwent so many modifications that it is utterly impossible I believe for anybody to speak from memory to them.

2555. Do you know whether any difference was made in the amount of payment?—None.

2556. That remained the same?—That remained the same, to the best of my belief; indeed I know it did.

2557. Do you know whether it remains the same down to the present time?—It remains the same down to the present time, 240,000 *l.* a year.

2558. Speaking generally, has the amount of service, as to the number of times of communication with the West Indies, remained the same as the contract provided?—I think it has always been upon the decrease.

2559. That is, that the communication has been less frequent?—The communication has been less frequent.

2560. The original agreement was for twice a month, was not it?—Twice a month.

2561. Can you state in what proportion that has decreased?—I cannot; it would require a great deal of time to show the gradual decrease.

2562. How often is it performed now?—Twice a month.

2563. Then where has been the decrease, if it was originally twice a month, and is twice a month now?—Upon certain lines, intercolonial lines.

2564. My question had reference only, in the first instance, to the communication from England to the West Indies?—The communication from England to the West Indies has been maintained twice a month.

2565. The alterations which you have alluded to in the way of decrease of the frequency of communications relate to the details after the mails have

T. C. Croker, Esq. arrived in the West Indies?—After the mails have arrived in the West Indies.

20 July 1849. 2566. You are not in a position to be able to give us full information respecting those alterations?—I fancy, if I attempted to do so, that it would occupy too much time.

2567. Could you cause to be prepared and put in a statement of the changes that have taken place in the service?—It is utterly impossible that I could do it if I have to perform the other public duties with the execution of which I am charged.

2568. You mean that there have been so many?—There have been so many changes, and the documents are so voluminous. I suppose that there have been at least a dozen different plans of routes similar to this printed route, all of which contained changes of different kinds (*handing in the same*).

2569. Can you put in a statement of what the original arrangement was, and what the present service is?—A copy of the original contract can no doubt be put in.

2570. Does that original contract contain the scheme of service in the West Indies?—It does not.

2571. Is there any record of the service that was to be performed in the West Indies, using that term in its largest sense, for the distribution of the mails at the time of the commencement of the contract?—There certainly is such a record, and of every variation.

2572. Without going through every variation that has taken place, could you furnish the Committee with a statement of what the original service was proposed to be, and what the service now is?—The original contract will show what the service was proposed to be, and the present contract will show what the service now performed is.

2573. Has there been a subsequent contract entered into, or a modification of the existing one?—A modification of the existing one.

2574. You can easily put in the service proposed originally, and you can put in the service now performed, I suppose?—Certainly, by putting in the two contracts.

2575. Putting those two in, the Committee will understand that there have been in the intermediate time various changes and modifications in the service which have been altered from time to time, with the consent of the proper department?—Yes.

2576. I think you had in your hand just now a list of the penalties for misfeasances or non-feasances of the company?—Yes.

2577. Does it appear that any penalties have been inflicted upon the company?—It does.

2578. Will you be kind enough to state when, beginning at the earliest, if you please?—This is a statement of the amount of fines, with the dates, for breaches of contract: First, 3,500*l.*, under the Admiralty Order of the 6th December 1842, being at the rate of 500*l.* for every 12 hours' delay in starting the packet on the 5th December, from Falmouth.

2579. Was that fine paid?—Yes.

2580. Will you go to the next, if you please?—£. 8,000 charged by the Admiralty Order of the 28th December 1842, as imprest for deficiency in the number of vessels employed.

2581. Was that paid?—I believe it was paid, and a notation states that it was repaid on the 7th February 1843.

2582. It was paid in the first instance, and given back again?—Yes, by this notation which I received from the Accountant-general's department, it appears to have been repaid.

2583. Can you inform the Committee why it was repaid?—I cannot; but there must have been a correspondence upon the subject.

2584. Could you be prepared on another day to give us the reasons of the repayment of that large sum of money?—It could be done.

2585. Will you go to the next, if you please?—Those are all the direct fines that appear to have been inflicted; but there is another class of fine in the shape of the amount of deductions from payments of contract money, with the dates, and the reasons are given, if known, in the Accountant-general's department.

2586. Will you, if you please, read those deductions?—£. 521. 7*s.* 1*d.* for the hire

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hire of the "Arab" to carry the mails from Havannah to Honduras; by Admiralty Order, 16th May 1842, that deduction was made. By Admiralty Order, 415 *l.* 3 *s.* 3 *d.* and 417 *l.* 1 *s.* 7 *d.*, the hire of the "Brothers" and "Orford," to carry the mails as above, on the 3d of June 1842; 1,898 *l.* 11 *s.* 11 *d.* for coals supplied at Bermuda and Barbadoes, per account rendered the 28th of June 1842; 1,362 *l.* 2 *s.* 5 *d.* for coals and stores expended on board Her Majesty's steamers, "Flamer" and "Gleaner," at the same date, while employed carrying the mails; 209 *l.* 19 *s.* 6 *d.* for coals supplied, as per account, 29th September 1842; 378 *l.* 3 *s.* for coals supplied, as per account, 9th January 1843; 132 *l.* 17 *s.* 7 *d.* for coals supplied, as per account, 25th May 1843; and many smaller amounts for landing mails, &c.; and 515 *l.* 0 *s.* 7 *d.*, being mileage at the rate of 11 *s.* 8 *d.* a mile, for mails conveyed by the "Hermes," by Admiralty Orders of 9th April 1847 and 13th of January 1848.

2587. Those are various deductions from the contract money?—Deductions from the contract money or otherwise repaid.

2588. Have you read all that you have found?—I have read all that I have found.

2589. What period does that come down to; to the present time?—It appears to come down to January 1848, but I know that it is made up to the present time.

2590. There has been no deduction since?—I believe not.

2591. I think it appears from this precis which we read, that this arrangement with this steam packet company was made by private agreement, and not by public contract?—It was made by private arrangement, and not by public tender.

2592. Is it within your knowledge whether any complaint has been made upon the part of the Post-office authorities with reference to the performance of this contract?—I think not, but I cannot speak positively.

2593. Mr. *Mangles*.] I think you spoke of some payments to the Government; were they fines, or were they payments for coals?—I distinguished between what were fines for breaches of contract and what were payments for performance of service.

2594. Did the company ever supply coals to the Admiralty, on the other hand?—I am not prepared to state.

2595. You do not know, yes or no?—I do not know, yes or no.

2596. *Chairman*.] You will be good enough to prepare the reasons for the repayment of that sum of 8,000 *l.*; as that involves only one date, it will not be very difficult for you to prepare that?—I will do so.

2597. Mr. *Brown*.] Will the contract which you are about giving to us speak to the particulars of the ports which the vessels were to go from; does it embrace all those particulars in the first contract?—The first contract does not give a time table, but it names all the places that they are to touch at.

2598. Is there a time table to the first contract showing at what time they arrive at and what time they depart from the various ports?—Not in the contract; there was a kind of arrangement which was issued with the contract, and which changed from time to time.

2599. When will the contract expire?—It may expire in 1852, if twelve months' previous notice be given.

Captain *Edward Chappell*, R.N., called in; and Examined.

2600. *Chairman*.] HOW long have you had experience in steam navigation?—I have been constantly superintending steam squadrons since the year 1826.

Capt. E. Chappell,
R.N.

2601. Do you know the period at which the West India Mail Company's contract will expire?—The contract will terminate on the 31st December 1851.

2602. Are you enabled to state the extent of the service that it embraces, and how long it has been in operation?—I can give the clearest statement upon that; it commenced on the 1st of January 1842; I have made a sort of table of the various changes of the routes, and I find that there have been five authorized by the Admiralty; I can hand it in, showing what is the number of

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miles steaming upon each of those routes, what is the number of miles of sailing on each of those routes, and the total, with the price that it would come to per mile, in each change that took place.

2603. Will you be good enough to put that table in?—I will.

[The Witness delivered in the same, which is as follows:]

Number of Plan.	DATE.	MILEAGE.			Allowance per Steam Mile, at 240,000 l. per Annum.	Allowance including Steaming and Sailing per Mile.
		Steaming.	Sailing.	Total.		
		£.	£.	£.	s. d.	s. d.
1	1 January 1842 - - -	684,816	60,360	745,176	7 -	6 5 $\frac{1}{2}$
2	1 October 1842 - - -	392,976	41,106	434,172	12 2 $\frac{1}{2}$	11 - $\frac{1}{2}$
3	16 June 1843 - - -	363,116	44,052	407,168	13 2 $\frac{1}{2}$	4 9 $\frac{1}{2}$
4	1 August 1844 - - -	389,448	28,272	417,720	12 3 $\frac{1}{2}$	11 5 $\frac{1}{2}$
5	2 November 1847 - - -	382,608	25,152	407,760	12 6 $\frac{1}{2}$	11 9 $\frac{1}{2}$
	New York line added to the above, 7 May 1848, makes the present mileage - - -	395,952	25,152	421,104	12 1 $\frac{1}{2}$	11 4 $\frac{1}{2}$

2604. When will the contract terminate?—Thirty-first December 1851.

2605. Will it terminate then, if you have no notice given you?—No, not under a twelvemonth's notice; we commenced on the 1st January 1842, therefore, I say, it terminates on the 31st December 1851.

2606. What is the rate per mile at which the company is paid for the conveyance of the mail?—That is shown in the Table I have handed in.

2607. Do you know what price is paid for other contracts in the Atlantic, per mile?—I believe the North American line averages about 11 s. 4 d. a mile, and the Oriental Company about 13 s. 7 $\frac{1}{2}$ d. a mile, while our present rate would be, sailing and steaming, 11 s. 4 $\frac{1}{2}$ d. a mile.

2608. Does the Table which you have put in show the difference between the steaming and sailing, or is it a lumped average, taking the two together?—It shows the number of miles steaming, and the number of miles sailing, and the total of those two united; the allowance, if you reckon it by the steam mile alone, and the allowance, if it be reckoned by the two.

2609. Are there any reasons why the charge upon the West Indian line should be higher than those of other Atlantic steamers?—I think the reason is this, that the North American line is a trunk line throughout, while the West Indian line combines many expensive branches. We call at 34 ports, and they call at four only. The charges consequently upon the West Indian line are very high, arising from the numerous agencies one at every port, the numerous coal depôts, greater sea risk, and a variety of other considerations. I would propose, if it be agreeable to the Committee, to put in here a Chart, in which I have marked the routes of the West India service contrasted with the other Atlantic lines, because unless the Committee cast their eyes upon this Chart, I think they can have but a very incomplete notion of what the Royal Mail Company have to perform. The red lines represent the Royal Mail Company's combination, the blue lines the Atlantic Company's routes; that indicates the routes as performed at present by the West India Company (*handing in the Chart*).

2610. Mr. Brown.] And your mileage comprehends the whole of this network?—The whole.

2611. What is your mileage?—The mileage by the present route is 395,952 miles steaming; 25,152 miles sailing, making a total of 421,104 miles.

2612. Per annum?—Per annum.

2613. Both ways?—All included.

2614. Can

2614. Can you state what the steam-power is per mile, irrespective of the sailing power, for every mile you traverse?—If the 240,000 *l.* per annum, which the company receives, were to be all divided among the steaming mileage, that would give 12 *s.* 1 $\frac{1}{2}$ *d.* a mile; but then as they have to supply vessels for performing the sailing service, I will take the sum and apply it to both, and it gives 11 *s.* 4 $\frac{3}{4}$ *d.* a mile.

2615. *Chairman.*] Do you wish to produce any statement showing the annual receipts and disbursements?—I have no wish to produce it; but if the Committee wish it I will do so.

2616. I think we have hardly a right to call upon you to produce any account of that sort, but if you choose to tender it that is another matter?—Then I will tender it (*delivering in the same*).

2617. Are the accounts which you now put in those which have been submitted to the half-yearly meetings of the proprietors, after having been duly audited?—Yes.

2618. Do you know whether such accounts are published by any other steam companies?—I believe not.

2619. Are you acquainted with what dividends have been paid in either your own or other companies?—The average dividend of the Royal Mail Company, taking from the 1st January 1842, when they commenced their contract, to the 31st December 1848, when the accounts were made up, is less than 3 $\frac{3}{4}$ per cent.

2620. Do you know what is the calculation considered as proper by the Admiralty, of annual reserve necessary to meet the wear and tear and depreciation of your steamers?—I have an extract with me from an Admiralty letter to the company on that subject, in which the Admiralty state that they consider 15 per cent. a fair amount to cover wear and tear and deterioration. If you will allow me I will hand in an extract from that Admiralty letter.

2621. Have you been able to make an annual reserve at that rate?—Nothing at all like it.

2622. Do you believe that the company contemplated carrying on the mail service after the expiration of the present contract?—Unquestionably they did, for what men in their senses would lay out nearly a million of money upon steam vessels, or on a railway even, upon only a seven or ten years' lease to receive 3 $\frac{1}{2}$ per cent. interest.

2623. What is your opinion upon the subject of bringing such contracts periodically before the public for competition?—Having for many years given that matter great consideration, not only since I have been employed in the service of the Royal Mail Company, but when I was an officer superintending the packets of Government at Liverpool and other places, I am clearly of opinion, that in all cases, in the first instance, the contracts should be put up to public competition, due notice and long notice being given, and that the advertisements or specifications should be decisive upon every point, so as to bring the parties fairly into competition, and not that parties should be left to offer for all sorts of schemes to suit particular views, or different kinds of vessels, leaving it to the public or to the Government to select that scheme which they think best, because I contend that in that case the parties are in no way competing for the same thing; the one man is tendering for a house, and the other man is tendering for a wheel-barrow. I am also thoroughly persuaded that after parties have undertaken such contracts it is not only unjust to them, but positively injurious to the public, to put the work again up to the lowest bidder instead of making the whole periodically a matter of close investigation, negotiation, and arrangement between the Government and the contractors, inasmuch as pursuing such a course has the effect of confiscating the whole property embarked, where the existing company is underbid. Another reason I will assign is this, that in no one case where the contracts about to expire have been put up to the lowest bidder has the lowest bidder ever become the contractor; I can challenge inquiry into that, and it will be found that in no one instance has the lowest bidder ever carried out his contract.

2624. Why should it be a sound principle to put up a contract for public tender at the beginning, and not to put it up periodically after the stipulated term had expired?—I should explain that in this way, that when parties in the

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first instance make their calculations and go in to compete for a contract, they are making their calculations with their hands unfettered, untied; they have no ships, they have no capital invested, they have nothing further to consider, but just the outlay in hard cash and bringing it to work upon the contract; but when a company has been long established, has got all its ships afloat, all its depôts formed, all its stores in, and a vast plant engaged upon the thing, it does not go into the market with the same unfettered liberty as the other party does.

2625. A company going into the market with a large plant of vessels, all ready to their hands, would have a great advantage in tendering over parties who had not got such advantages of plant ready:—I would explain that: I do not think they would have that advantage, if the other parties had the money provided to furnish the ships.

2626. Why not?—For this reason, that another party going in to offer against the Royal Mail Company, for instance, two years hence, speculates on the opportunity of getting its ships and its depôts, its communications abroad, and every thing of that kind, say at half price, with the Royal Mail Company's own published accounts to guide them throughout; all the difficulties encountered in preparing such a vast undertaking they have not to pay for, nor to encounter, therefore they have an advantage over those who began it at first.

2627. The parties who first commenced such a large undertaking as an extensive steam communication, must, to a certain degree, run the risk of its failing or succeeding:—The others would find their road macadamized and ready for them.

2628. The circumstance of the road being macadamized would equally apply to the company in possession tendering for a continuation of the service as to any other parties:—I do not think it would, because it might become a question of some little improvement, for instance, in the ships; a vessel may be known to go 11 knots an hour; a man offers to go 11½, and destroys the whole fleet by that, because the other man at 11 cannot get the money, and so the 11½ takes it out of his hands, and destroys his whole fleet.

2629. If an improvement in machinery, or an improvement in science enables other parties to carry on these communications in less time, what reason is there that the public are to be tied to the slow coach?—I should not say that they ought to be tied to the slow coach, but I should say that the fairer course in that case would be to invite the party in possession of the line to improve their communication, and which I may say, in the case of the Royal Mail Steam Packet Company, they are perfectly prepared to do.

2630. Why should not that company who are prepared to improve their means of communication do that as well by public tender as in any other mode?—I still think that the plant in hand is always a drag upon them, and that the party who has merely hard cash to lay out, is in a better condition than those who have a large weight upon their hands.

2631. When you have laid out a large capital in the purchase of vessels which may or may not be worn out, and you have laid out a large capital in the formation of depôts and stores, and so forth, in what respect does that make you in a condition less capable of competing than a party who has got all that to do?—I think that the company in possession of the line are damaged incessantly, or would be damaged, as they drew towards the end of their contract, by being kept in a state of jeopardy; they are for the last two or three years perfectly paralyzed, and that will be felt by all the other companies, as it has been, and is, felt by the Royal Mail Packet Company. At this moment, for instance, the Royal Mail Packet Company would be very happy to put on as fine vessels as any now afloat, but what man would recommend them to lay out money in improving the communication within three years of the termination of their contract.

2632. The remedy, in order to prevent the company being paralyzed during the last two years of their contract, would be for the Government to propose a fresh arrangement by public tender at that period:—That certainly would be one remedy, to give a longer notice. I have stated that before, that long notices should be given.

2633. Do your packets afford sufficient accommodation for the number of passengers

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passengers offering upon the various lines:—Yes, except about twice a year, when they are very much over-crowded; twice or thrice a year, in October, November, December, or January, in going out from this country. The West India travellers go all out at one season of the year, and generally come home at another season of the year. The consequence is, that it is very inconvenient for the ships.

2634. Mr. Brown.] What is the returning season?—In the summer, before the hurricane months set in.

2635. Have you added any new ships to the line lately?—We have purchased some.

2636. What is the speed of those new ships that you have purchased?—There is not a large steamer belonging to the Royal Mail Packet Company that cannot effect, in proper trim, 11 knots an hour, not one; but then that is the maximum speed, and not the average.

2637. What is the average?—The average of the West India line is necessarily lower than a shorter line, from the necessity of carrying a much heavier cargo of coals; the average of the West India line does not exceed eight knots an hour over the whole combination, and that, as I heard stated the other day in the Committee on the Steam Navy, was also the average of the Oriental Company's boats.

2638. Do you carry much cargo from England?—Not a great deal; we carry, perhaps, not exceeding 100 tons in any ship.

2639. What port do you go from; always the same port?—Always Southampton.

2640. Mr. Elliot.] You stated just now that the lowest bidder never gets the contract; what is your reason for so stating?—I merely state as a fact, that I have never seen it; I have had the curiosity to look into it, and I find that he never has done so.

2641. How do you account for that?—Principally from their being men of straw. I happen to know instances in which such men have offered. I should not wish to state their names; but I have known instances in which men have offered to take contracts out of the hands of existing companies having no means whatever of fulfilling them, but with a view merely of selling them afterwards to the very companies they were competing against.

2642. But have you ever known any *bond fide* bidder for a tender rejected as being the lowest tender?—I have heard of such cases.

2643. Do you consider it to be a regular rule that the lowest tenders, whether they be *bond fide* tenders or fictitious ones, are equally not likely to get the contracts?—No, I only wish to state the fact, that in no case has the lowest bidder become the contractor.

2644. Chairman.] In what way do you think your contract has been fulfilled?—I should like to state that in detail for the information of the Committee. There have been 181 out mails despatched from this country since they commenced, which have all gone at the appointed moment with one exception, for which the company was in my opinion most unjustly fined 3,500*l.*, which they paid. Of the Home mails I have a return only since August 1843, which shows that out of 147 mails, 106 have arrived before and at the estimated time, and only 41 mails have arrived later than that period. I believe, therefore, that the contract has been admirably performed throughout. When I say the estimated time, it is not a time contracted for, it is a mere scheme of routes which gives a date for the ships' arrival in England, but the company never was bound to any particular time of arrival in England.

2645. Have you ever submitted to the First Lord of the Admiralty any propositions respecting this contract service to the West Indies?—I submitted to Lord Auckland, at his own request, some particulars which I had drawn out as the result of my own long experience on the subject, to remove an impression, as I thought, in his Lordship's mind, which seemed to imply that large steam power was not of so much consequence in producing regularity of the mails, but that by other applications a less power would have the same effect.

2646. That was a general statement not with reference to this particular contract?—It was with reference to all contracts.

2647. Have there been any complaints made of the slowness of the communication with some of the colonies upon this line?—There have been complaints,

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plaints, and I imagine there always will be, particularly from colonies not first in the line of communication with England. We have had complaints from even an island of the small importance of Montserrat, that it was not made the first point of approach in the West Indies, nor the last point of departure, and those complaints will go on, I apprehend, let who will conduct the service. But I may add that none of the complaints made have ever been considered by the Admiralty so serious as to demand anything beyond an explanation from the company.

2648. Are you aware of any means of accelerating the communication upon this line between this country and the principal points upon the West India line, say Demerara, Jamaica, Chagres, and Mexico?—Yes, and the company are prepared to give such acceleration if it can be assured of the continuance of its contract.

2649. To what extent could that acceleration go?—I believe from two to three knots an hour.

2650. Would that acceleration require a greater outlay?—Very considerably greater.

2651. On the part of the public, or of the company?—On the part of the company; the transatlantic and intercolonial work would require all new ships, with a greater proportion of power to their tonnage.

2652. What particular difficulties had the company to encounter in bringing the West India mail steam-packet service into successful operation?—Those incidental to the building, equipping, and despatching 14 of the largest steamers, in a comparatively short period, to commence the service on a given day; of which I may observe that Sir George Cockburn thought so highly, that, at the Admiralty, he said he believed if the Admiralty had undertaken it, with the whole power of the Government, they would not have succeeded as the Royal Mail Packet Company had, that day being on the 1st of January 1842, and that too so long back as eight years ago, when the whole of those things were considered more in their infancy than they are at present, and consequently not so well understood; and those difficulties resulting moreover from the dangerous navigation which their vessels had and have now to perform, entering and calling off from 47 to 34 ports by night and day, mostly without lighthouses or pilots.

2653. Do you consider that the receipts as well as the expenditure of the company have been influenced disadvantageously by the difficulties to which you have alluded?—Certainly, and to a very considerable extent. If the Committee would allow me, I should like to say a few words upon the subject of the evidence given by Mr. Croker, relative to the company, just now. He has said, when asked if the company has ever been put under penalties, that it was put under a penalty of 3,500*l.*, on the 6th of December 1842, for not having a ship ready at Falmouth to take out the mails at the moment.

2654. That is the penalty to which you alluded just now, as having been in your opinion unjustly put on?—Yes, and I should like to give the reason for that expression. In that case, which is the only case, as I have stated, out of 181 departures, in which they have not been ready at the moment, no less than three ships were prepared to go there, as shown to the Admiralty, at the time. One of them was caught in a fog in the Solent going from Southampton, and lay three days in that fog, which was so thick that they could not see the bowsprit end of the ship. She arrived therefore too late at Falmouth to take the out mails, and the fine, which was certainly justified under the strict terms of that contract, of 3,500*l.*, was inflicted upon the company. One or two applications have been made to the Treasury and to the Admiralty since, in the hope that the company would be able to show how unfair it was to impose that penalty upon them, inasmuch as they showed that in the case of other companies, no less than nine cases had occurred at Falmouth in which the ships had arrived too late, and no penalty whatever had been inflicted. We got a return from the Post-office, and showed to the Admiralty that nine cases had occurred in other companies of the same kind, consequent, as it appeared, upon the difficulty of the first commencement of the contract service.

2655. This was the case, not of a vessel arriving late with the mail, but not being there to take the mail out?—Yes.

2656. Did you supply any cases to the Admiralty with respect to other companies of the same sort?—We did.

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2657. Of vessels not being ready to take the outward mails?—Yes, from Falmouth, from the same port. Since I have been in this room I have heard, for the first time, the reason assigned why the other companies were not subjected to similar penalties. It is stated that, upon the contract taken in the year 1839, an indulgence was granted to the other company of this sort, that in sending vessels from their head-quarters in the River Thames to pick up the mails at Falmouth, provided they could prove that the vessels started from London within 70 hours of the time for arrival, that would be sufficient; they would not be fined for not arriving at Falmouth in due time. It is true we had no such indulgence granted to us, but we proved that we had started from Southampton much more than 70 hours before the time for arrival at Falmouth.

2658. Then, in point of fact, in the other case there was not exactly the same breach of contract that there was in your case?—Certainly not exactly the same.

2659. And there might easily be a misunderstanding in different minds as to the reasons?—Just so; we thought it fair, therefore, that it should be explained.

2660. Mr. Elliot.] Was it in the other companies' contracts that they should be fined for late arrival?—It was in some of the other companies' contracts, but it was given up by the indulgence granted by the Admiralty afterwards.

2661. The stipulation with respect to the 70 hours was not originally in the contract?—No.

2662. Mr. Couper.] But there was a difference between the arrangements with your company and the other company of which you speak?—There was no difference originally, but as the other company had started three years before us it had been indulged with a concession that if they started from the Thames in time they should not be fined for being late. It appears that in nine instances that was the case, and they were not fined.

2663. Then in the nine cases you have mentioned it was not in the power of the Admiralty to inflict the fine which they had the power to inflict upon your company?—It was not in the power of the Admiralty to inflict a fine after they had given the indulgence.

2664. Mr. Willcox.] Do not you think it was an omission on the part of the Royal Mail Packet Company not to ask the Admiralty, in framing the contract, to have a similar clause inserted?—Certainly if we had been aware of a similar clause existing in the other contract, we should have asked for it, but we were not aware of it, and indeed I could never understand till I came into this room why the fine was not inflicted in those cases.

2665. Chairman.] Then you are now aware from what you have heard in this room that the facts are different from what you supposed them to be?—Yes. I was not aware that there had been that concession. Then again there was the fine of 8,000*l.*, stated by Mr. Croker, in his evidence, to have been put on for a deficiency of vessels. In the communication made to the company with respect to that 8,000*l.* fine, there is no mention of any deficiency of vessels, as far as I can recollect; but Mr. Croker says he believes that it was paid on the 28th of December 1842, and repaid to the company on the 7th of February following. I can most unequivocally declare that it never was paid by the company at all to the Government, and that the Government never attempted to enforce it in any way. Having gone to the Admiralty on the subject in person, and seen one of the Lords of the Admiralty about it, I recollect that he made quite a laugh at the idea of our being alarmed at it; he said: "I suppose you are not very much frightened at 8,000*l.*?" I said, "It is very alarming to be required to pay 8,000*l.* for one fine, and we do not know what for." He said, "I believe it will not be enforced;" and it never was enforced.

2666. Mr. Couper.] I think Mr. Croker merely stated that it was charged as imprest for deficiency in the number of vessels employed?—I believe he stated that it was paid and repaid in the month of February.

2667. Chairman.] Can you inform us what it was for?—Not in the least;
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I have heard Mr. Croker say to-day, that it was for a deficiency of vessels, but that is the first intimation I have had of it.

2668. Mr. FitzRoy.] What do you imagine it was for?—I cannot tell at all.

2669. Was no statement made at all to you as to that?—I think as near as I can charge my memory, for I have not had time since Mr. Croker gave his evidence, to refer to the letter, but I believe the reason was, that there was a general failure in the contract; I do not think it was a deficiency of vessels at all. Then Mr. Croker has again said, that there were other penalties in the shape of deductions; first, he says for the hire of the "Arab;" the "Arab" was a private merchant ship chartered, and paid for by the company, and he says for the hire of other vessels. I have taken down the sums as near as I could; and for coals supplied to the company's ships, when they have been short. In answer to that, I can say, that there is a distinct understanding between the Admiralty and the company, that they are to supply each other with coals and stores when in distress; and coals have been as often supplied by the company to the Admiralty, as they have been supplied by the Admiralty to the company. Certainly, if that is to be called a penalty for a breach of contract, it is a very extraordinary one; it ought not to be so stated, because it magnifies and gives the appearance of all those being fines against the company, which are no fines at all, but a mere payment for certain stores supplied. He says also that there was charged 132*l.* for coals supplied or used by the "Flamer" and "Gleaner," when carrying mails in consequence of some of the company's vessels in the West Indies breaking down, or anything of that kind occurring; the Admiralty charge for their vessels to the company by an understood principle, which is recognized even in the contract of the Oriental Company, and the sum is there stated which shall be paid for an Admiralty vessel in case of her being used for the company's purposes; and just so we have paid for the "Flamer," and "Gleaner," and very dearly we have had to pay for them in every case. Then he says there are small amounts for landing the mails, that is merely for boat hire, which the company paid as a matter of course; and there is a charge for the mileage in cases where the mails have been conveyed by the Admiralty vessels; therefore the whole of those formidable things resolve themselves down into one fine imposed upon the Royal Mail Packet Company in the course of seven years for one single failure in getting a ship to Falmouth.

2670. Mr. FitzRoy.] You stated just now, that you had prepared three ships, that one was caught in a fog, and remained three days in that fog; what became of the others?—If it is the wish of the Committee I will read the letter to the Admiralty, in which we laid the whole case before them; it is addressed to the Honourable Sidney Herbert, dated 20th January 1843, applying for the remission of the 3,500*l.* fine: "The directors had, apparently, no less than three ships available for the 1st of December mails, namely, the 'Avon,' which had steamed round from Bristol, and arrived at Southampton on the 8th of November."

2671. Mr. Mangles.] What day ought she to have been at Falmouth?—I do not remember the exact date of the mail which they failed to carry out; I believe it was the 1st of December. I suppose it must have been either in that month or November.

2672. Sir J. Hogg.] Will you read the part of the letter continuously that relates to it?—"The directors had apparently no less than three ships available for the 1st of December mails, namely, the 'Avon,' which had steamed round from Bristol, and arrived at Southampton on the 8th of November;" therefore she would be likely to be ready by the 1st of December. "The 'Clyde,' which arrived in England on the night of the 17th of November, and the 'City of Glasgow,' which ultimately carried out the mails in question. The 'Avon,' a new ship, manned, victualled, stored, and coaled complete in every respect for sea, having made a trial voyage from Bristol to Southampton, was found to require larger hot-wells, and other alterations of her steam engines, owing to the method in which they were originally made, though surveyed by consent of their Lordships, and at the request of the directors, in the course of construction, by the late Mr. Ewart, superintending engineer of the Royal Dock-yard at Woolwich. Failed thus (after even advertising the

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the ship) in having the 'Avon' ready for the 1st of December mails, the directors turned all their energies upon the other two ships before mentioned. The 'Clyde' was sent round to London to be docked without a moment's delay, and would probably have been got ready in time, had not a sudden gale of wind lowered the tides in an unexpected and unusual manner, as reported to their Lordships in my letter to you, dated the 9th ultimo, and had not also dry-rot been detected in the ship, which was never even suspected to exist. The instant these unexpected delays became known, the utmost efforts were used without restriction of expense, to have the 'City of Glasgow' ready, the artificers working all night as well as on Sundays, on double wages, to accomplish her outfit. Unfortunately, a continuance of thick fogs delayed her passage from Glasgow to Southampton, and thence to Falmouth, so that she did not reach the latter port till three days and a half after the time allowed by their Lordships, by which the heavy penalty in question of 3,500 *l.* was incurred by the company. In addition to the measures adopted at an enormous charge to force on the equipment of the "Avon," "Clyde," and "City of Glasgow," as already detailed, the directors were prepared to have chartered a vessel adequate for the service, and they would readily have done so, but that the result of inquiries made at Bristol, at Liverpool, and so on, proved that they could not get one.

2673. Mr. *Cowper*.] Have you got the answer that you received to that letter?—I have not got it with me, but I know it was in the negative.

2674. Mr. *Brown*.] How long a time intervened between your taking the contract and your having the 14 ships ready?—I cannot say when the sub-contracts with the shipbuilders were made, because I was not even in the company when they were made; I cannot say, but I should think it was about a twelvemonth for the 14 ships, or from that to 18 months.

2675. Mr. *Elliot*.] You mentioned that you were ready, in the event of the contract being continued, to put on larger ships with improved speed, to carry the mails to the West Indies?—Yes.

2676. Do you mean at the same rate of contract that you are at now?—Yes.

2677. But then, if you only make 3 $\frac{1}{2}$ per cent. profit upon the contract as it now stands, how are you to undertake so enormous an extra expense?—I apprehend that in that case the reserved fund would be appropriated to the purposes of the communication; there is a reserved fund, of course, to meet the deterioration of the ships, and I suppose in that case the directors would lay their hands upon it.

2678. Mr. *Mangles*.] I suppose that with the experience you have had, you are able now to work them cheaper than you were at the beginning of your first contract?—Certainly; we have introduced great economy into them.

2679. With respect to your average dividend, being 3 $\frac{1}{2}$ per cent., in point of fact you got no dividend at all for the first two years, or thereabouts?—Exactly so; about that time.

2680. Mr. *Brown*.] Do you happen to know what the North American steamers get per mile under their contracts?—I have stated that 11 *s.* 4 *d.* is the average, as I think, taking both lines, the Boston line and the New York line, as near as I can make it out.

2681. *Chairman*.] You have no concern with the Pacific Contract, I believe?—No, it is a distinct company, but we are in communication with them.

2682. Sir *J. Hogg*.] I think you have omitted to state that you are the manager of this company?—I am secretary and joint-manager. Perhaps it is unnecessary to go more minutely into Mr. Croker's evidence, but I should say that one thing stated by Mr. Croker was, that there were not sufficient boats; I mean to say that is totally unfounded; no ship abroad ever was short of boats; our ships have more boats than any ships on the water; they are all fitted with paddle-box boats, every one of them.

Lunæ, 23^o die Julii, 1849.

MEMBERS PRESENT.

Mr. Henley.
Sir James Hogg.
Mr. Cowper.

Mr. W. Brown.
Mr. FitzRoy.
Mr. Willcox.

J. W. HENLEY, Esq., IN THE CHAIR.

Captain *Edward Chappell*, R.N., called in; and further Examined.

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2683. *Chairman.*] YOU wish to correct some statement that you made on the last occasion?—I merely wish to refer to the subject of the fine of 8,000 *l.*; of course I spoke of that at the moment under correction, as I stated, having but just heard the evidence given on the subject. I have since referred to the books at the office, and I find that I was so far mistaken, that the Admiralty did assign a reason for that fine being inflicted. I thought they had not done so; and in answer to a question put to me by Mr. Fitzroy, I said that we never understood the reason of the fine being imposed. I still adhere to that; they assigned as the reason a deficiency in the number of vessels. But the company stated at the time to the Admiralty what they are prepared to repeat now, that they could never understand that there was a deficiency of ships. And in illustration of the subject of the deficiency of ships, I may be allowed, on the part of the company, to put in to the Committee a list of the steam ships and horse power employed by the Royal Mail Steam Packet Company between the 1st of January 1842, when the contract commenced, and the 1st of July 1849, with the dates of their departures from England, and the dates and causes of any vessels being withdrawn.

2684. *Mr. FitzRoy.*] Is the date of that fine of 8,000 *l.* included in the period you are now referring to?—Yes; this is the whole period that the company has been in operation. I have prepared the paper in this form: the names of the ships, the horse power of each, and the dates on which they sailed from England (I have not taken the dates of their launching), the dates when any of them were withdrawn from the service, or otherwise continued on it, and the cause of such withdrawal.

2685. *Sir J. Hogg.*] Were all those ships new ships built for the company, and by order of the company, or were they ships purchased in the market?—I have included in this paper the 14 ships of 400 horse power originally contracted for, and I have shown whether they still remain in the service, or whether any have been withdrawn; some of them have been lost. In one case a ship has been sold; but not one of those of 400 horse power. I have included all the ships which the company has purchased or built since that period, such ships being in every case surveyed and approved by the Admiralty, and added to the service.

2686. That paper specifies whether the vessels were purchased in the market or were built to order?—I have not shown that in this Return, but I could easily distinguish them. I should wish to observe, that by the first contract, which was signed on the 20th of March 1840, the company were to maintain, from commencing to work on the 1st of January 1842, 14 steamers of 400-horse power; but by the second contract, which was signed on the 1st of July 1846, the company were to maintain 10 steamers only of 400-horse power, and four steamers of 250 horse power, the latter for the inter-colonial service only. It had been found that, for the inter-colonial service, smaller vessels were even better, for there were some of the harbours into which large vessels could not go at night; such as Antigua.

2687. *Mr. FitzRoy.*] That was not intended for a relaxation, but for the better performance of the service?—Exactly.

2688. *Sir J. Hogg.*] How many vessels have been lost since the commencement of operations?—Six vessels.

2689. Have they been lost on the high seas, or in going into or coming out of harbours, at places where they were by their contract obliged to stop?—Perhaps I had better take them individually. The "*Solway*" was lost on leaving Corunna at night. The "*Forth*" and the "*Tweed*" were lost on the Alacranes rocks, in the Gulf of Mexico, in proceeding to Vera Cruz. The "*Actæon*" was lost

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lost in rounding the point near Carthagena, on a shoal extending much further out than it had been laid out upon the charts. The "Isis," after running on shore in attempting to enter St. John's before daylight, at Porto Rico, was afterwards got off, and repaired as well as it could be done in Jamaica, in the Royal Dockyard, and sent to England, and foundered off Bermuda, being in charge of another ship, on her way home. The "Medina" was lost on a reef at Turk's Island, in the night. That is the whole number of vessels lost. The "City of Glasgow" was employed for some time in the West Indies, and brought home and sold, she being not altogether approved of by Government for inter-colonial employment under the power stipulated in the second contract; 250 was the horse power stipulated in the contract, and she was only 220. There appears in this list one vessel, the "Trident," of 300 horse power, which was chartered under the sanction of Government for one voyage only. In the whole, therefore, the Royal Mail Company, from first to last, in seven and a half years, have despatched 21 different steamers for service in the West Indies, having contracted only, and being under contract now only for 14 steam vessels.

[The Witness delivered in the Paper, which is as follows:]

A LIST of STEAM SHIPS and HORSE POWER employed by the ROYAL MAIL STEAM PACKET COMPANY between 1 January 1842 and 1 July 1849, with the Dates of their Departure from England, and the Dates and Causes of any being withdrawn.

—	NAMES.	Horse Power.	Dates of Sailing.	Dates when withdrawn from Service, or otherwise.	Cause of Withdrawal.
1	Solway - -	400	18 Dec. 1841	7 April 1843 - -	Lost.
2	Forth - -	400	18 - -	14 January 1849 - -	ditto.
3	Tweed - -	400	18 - -	12 February 1847 - -	ditto.
4	Clyde - -	400	19 - -	Still in the service.	
5	Thames - -	400	29 - -	- - ditto.	
6	Tay - -	400	1 Jan. 1842	- - ditto.	
7	Actæon - -	270	2 - -	20 October 1844 - -	ditto.
8	City of Glasgow -	220	2 - -	20 June 1848 - -	Sold.
9	Dee - -	400	14 - -	Still in the service.	
10	Medina - -	400	27 - -	12 May 1842 - -	Lost.
11	Medway - -	400	31 - -	Still in the service.	
12	Teviot - -	400	15 Feb. -	- - ditto.	
13	Trent - -	400	2 March -	- - ditto.	
14	Isis - -	400	1 April -	11 October 1842 - -	Lost.
15	Trident - -	300	1 Jan. 1843	- - Chartered for one voyage only.	
16	Avon - -	400	1 Feb. -	Still in the service.	
17	Severn - -	400	1 June -	- - ditto.	
18	Reindeer - -	260	22 April 1843	- - ditto.	
19	Eagle - -	264	18 May 1846	- - ditto.	
20	Conway - -	260	11 April 1847	- - ditto.	
21	Great Western -	400	2 June -	- - ditto.	

By the first contract, signed 20th March 1840, the company were to maintain from commencement, 1st January 1842, 14 steamers of 400 horse power.

By the second contract, signed 1st July 1846, the company were to maintain 10 steamers of 400 horse power, and four steamers of 260 horse power.

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(signed) E. Chappell, Secretary.

2690. But the 21 include the six that were lost?—Yes; the company has had 20 steamers its own property, and one steamer chartered.

2691. *Chairman.*] Is there any other matter that you wish to state?—I should wish, if you will allow me, on behalf of the company, to refer for one moment to the subject of this fine; as I said before, there has been but one fine enforced against the Royal Mail Company, which was the fine of 3,500 *l.* that I spoke of on Friday last; the sum of 8,000 *l.* from a misapprehension, I believe, on the part of Mr. Croker, was never paid by the Royal Mail Company, strictly speaking, and never repaid by the Government; it was placed as an imprest against the company, and on the explanation that was offered by the company, the Admiralty withdrew their imprest. The words that were used, viz., that the fine was paid, would appear to imply that the company acquiesced in the justice of it, which they never did. There were also stated several small sums, which

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were represented as being in the nature of fines or penalties. I have had two statements made out, which I will hand in with the permission of the Committee, not only of the sums paid by the Admiralty to the Royal Mail Company; but, on the other hand, the sums paid to the Admiralty by the Royal Mail Company: and it appears that there are nearly as many of the one as there are of the other.

[The Witness delivered in the Papers, which are as follow:]

SUMS paid by the ADMIRALTY to the ROYAL MAIL STEAM PACKET COMPANY.

			£.	s.	d.
10 April 1843	Coals supplied H. M. S. "Gorgon," at Grenada	- - -	243	12	-
30 June 1842	Ditto returned to Government yard at Bermuda	- - -	1,200	-	-
30 Dec. -	Ditto supplied sundry Her Majesty's vessels	- - -	766	6	6
15 June 1843	For oil and coals supplied - ditto -	- - -	254	9	-
Nov. -	Coals supplied sundry vessels Her Majesty's navy	- - -	404	3	-
8 Jan. 1844	Ditto - - - ditto - - - ditto	- - -	36	17	10
Feb. -	Ditto - "Scylla," "Dwarf," and "Aurora"	- - -	208	14	4
1845	Ditto - H. M. S. "Eurydice"	- - -	20	3	4
15 May -	Ditto - Jamaica naval yard	- - -	547	16	-
2 July 1846	Ditto - H. M. S. "Vesuvius"	- - -	205	-	7
26 -	Ditto - - ditto "Endymion"	- - -	161	10	-
3 August -	Ditto - - ditto "Vesuvius"	- - -	200	19	5
13 Dec. -	Ditto - - ditto "Endymion"	- - -	4	9	3
25 Mar. 1847	Ditto - - ditto "Vesuvius," at Havana	- - -	292	6	4
14 April -	Ditto - - ditto "Vesuvius," - ditto	- - -	312	12	4
25 May -	Ditto - - ditto "Hermes," - ditto	- - -	355	5	-
31 August -	Ditto - - ditto "Growler," Grenada	- - -	527	16	-
4 Jan. 1848	Ditto - - ditto "Vesuvius," St. Thomas	- - -	326	16	7
26 April -	Ditto - - ditto "Vixen," - ditto	- - -	272	-	4
6 Dec. -	Ditto - - ditto "Viper" - - -	- - -	3	-	11
12 Mar. 1849	Ditto - - ditto "Scourge," St. Thomas	- - -	203	-	-
9 Jan. -	Ditto - - ditto "Viper," Grenada	- - -	3	-	10

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SUMS paid to the ADMIRALTY by ROYAL MAIL STEAM PACKET COMPANY.

			£.	s.	d.
30 Sept. 1842	Repairs to "Isis,"	- - -	114	3	1
15 Nov. -	Coals, &c. to "Thames"	- - -	128	17	3
4 March 1843	Ditto - "Avon," at Antigua	- - -	109	12	4
13 March -	Ditto - "Trent,"	- - -	48	14	4
13 Feb. -	Ditto - "Acteon,"	- - -	60	18	-
10 April -	Ditto - "Tweed,"	- - -	82	2	6
17 May -	Expenses, fitting up Admiralty Agent's cabins and mail rooms	- - -	40	-	8
30 June 1842	For hire of mail boats, coals, &c. (imprest)	- - -	4,619	10	5
29 Sept. -	Ditto - - - ditto (1,200 l. returned in kind)	- - -	1,409	19	6
30 Dec. -	Ditto - - - ditto (766 l. returned in kind)	- - -	1,144	9	6
30 May 1843	"Isis," &c. water and mail service	- - -	132	17	7
1 July -	Docking "Dee" and "Thames" at Portsmouth	- - -	431	13	3
16 Aug. -	Ditto "Tweed" - - -	- - -	108	14	6
15 Sept. -	Ditto "Teviot" - - -	- - -	154	-	5
11 July -	Coals, &c. at Bermuda and Antigua ("Avon" and "Trent")	- - -	202	3	10
3 Oct. -	Surveys, Stores, &c. ("City Glasgow")	- - -	100	-	11
24 Nov. -	Docking "Trent" at Portsmouth	- - -	103	16	8
12 Dec. 1843	Coals for "Tweed," Antigua	- - -	82	2	6
29 Jan. 1844	Provisions to "Clyde," Bermuda	- - -	37	13	9
26 Feb. -	Ditto - "Avon,"	- - -	118	1	8
26 Feb. -	Coals, water, &c. sundry ships	- - -	653	17	11
19 July -	"Teviot," docked at Portsmouth	- - -	236	16	4
13 March 1845	Labour, &c. to sundry ships (Bermuda)	- - -	57	18	7
18 March -	Docking "Avon" at Portsmouth	- - -	17	14	10
8 Jan. 1846	Labour, &c., watering at Bermuda	- - -	123	1	7
30 Dec. 1847	Ditto - - - ditto	- - -	34	18	4
29 Dec. 1848	Ditto - - - ditto	- - -	114	16	3
14 Feb. 1849	Conveyance of mails, per H. M. S. "Hermes," Jamaica to St. Thomas's	- - -	60	2	10
			515	-	7

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E. Chappell, Secretary.

Thomas Crofton Croker, Esq., called in ; and further Examined.

T. C. Croker, Esq.

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2692. *Chairman.*] HAVE you prepared a précis of what passed with reference to the imprest of 8,000*l.*?—I have.

2693. Will you state the circumstances which led to the imposition of that fine, and the circumstances which afterwards led the Admiralty to withdraw the imprest against the company?—I will proceed to do so. On the 11th of November 1842 the company, in reply to an inquiry from the Admiralty as to what steps had been taken to supply the deficiencies occasioned by the loss of the "*Isis*," and the withdrawal of the "*Actæon*" for repair, stated that according to the new scheme of routes approved by the Admiralty, 12 steamers are the number appointed, under their Lordships' authority, to carry out the system of the mail service in the West Indies. They stated the names of those 12 vessels, and upon this the Admiralty notation is made. With respect to the "*Medway*," that she was said to be strained, and with respect to the "*Clyde*," that she had been on shore at Nevis, and with respect to the "*Tweed*," that she had been on shore at Turks' Island, and had been directed to be withdrawn from the service. That the "*Severn*" was not yet surveyed or tendered for survey, by which the "*Tweed*" was to be replaced, if necessary, on her return to Europe; that the "*Avon*" was not yet surveyed, and that the "*Actæon*" was found unfit. On the 11th of November 1842 the company, in reply to their statement that "12 steamers are the number appointed, under their Lordships' authority, to carry out the system," were informed that the Admiralty had not approved of any number being kept up less than 14. On the 25th of November the company stated that they had failed in docking the "*Clyde*," and requested that the mails might not be made up in London for the West Indies, by the Post-office, until the 3d of next month, instead of the 1st; therefore altering the usual despatch from Falmouth to the 5th instead of the 3d. On the same day the Admiralty requested the Treasury to communicate this circumstance to the Post-office, and a postponement of two days in the despatch of the West Indian and Mexican correspondence was announced to the public. On the 2d of December the company, with reference to their letter of the 25th of November, stated that the damage received by the "*Clyde*" had been found so serious that it would be impracticable to have her ready for receiving the mails, as proposed, at Falmouth on the 5th instant. They proposed that the "*City of Glasgow*" (a vessel of 230-horse power) should take the place of the "*Clyde*" (a vessel of 430-horse power), and stated that the former, having just completed a thorough repair of hull and engines, would arrive at Southampton on the 3d or 4th of December, and could be at Falmouth to receive the mails on the 8th, provided the Admiralty would direct the "*City of Glasgow*" to be surveyed at Southampton on Sunday the 4th, and they requested that the mails might be embarked on the 8th instead of the 5th of December, making a further postponement of three days. Orders were given by the Admiralty to their officers for the survey accordingly; and the Treasury, on being informed of this additional delay, acquainted the Admiralty on the 3d of December that they had learned, "with great regret and surprise," that the company were not prepared with a vessel to carry the mail, the departure of which was postponed two days for their convenience; that the further delay required rendered the despatch of the mail (as far as regarded the outward mail) unnecessary, as the steamer would not reach St. Thomas's in time for the several vessels by which the letters were to be distributed through the West Indies. That the non-arrival of a mail was necessarily attended with the greatest possible public inconvenience; and as it was one against which the company might, with ordinary caution, have guarded, it was right that some penalty should be levied on them for this direct breach of contract. On the 3d of December the Admiralty therefore acquainted the company that the penalty of 500*l.* would be deducted from the next payment, as stipulated by the contract, for every 12 hours' delay in the starting of the vessel from that date. On the 6th of December the Admiralty, with reference to this communication, acquainted the company, that as their Lordships had sanctioned a delay of two days in the despatch of the mails, the penalty would only be enforced from the 5th instant. On the 8th of December the company reported that the "*City of Glasgow*" left Southampton for Falmouth at 2h. 30m. P.M. yesterday. On the 9th of December the Treasury were acquainted that the "*City of Glasgow*" was 170 horses power under the power stipulated by contract, and had not therefore

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been approved unless the Treasury was of opinion that her despatch was necessary for the conveyance of the mails. On the 9th of December the officer conducting the packet service at Falmouth reported that the "City of Glasgow" had arrived that morning, for the conveyance of the West India mails, which he had permitted to be embarked, although he had not been made acquainted with the approval by the Admiralty of the vessel. On the 9th of December the company, with reference to the Admiralty communications of 3d and 6th instant, requested a reconsideration of their case, and entered into various details for the purpose of showing "that every possible precaution and exertion had been used by the company to fulfil its engagement, without regard to expense." On the 10th of December a copy was sent to the Treasury, the Admiralty merely observing that on the 11th of November the Admiralty required the company to keep up 14 effective vessels. That at the present moment the company have only eight vessels approved by the Admiralty (four being either under repair, unfinished, or under power), and that the calculations of the company show that 12 vessels is the smallest number the reduced service can possibly be performed by. On the same day the Treasury informed the Admiralty that they had received this communication with great regret, affording as it did another proof of the neglect of the company to fulfil the terms of their contract; and the Treasury requested the attention of the Admiralty to the letter of the 3d, in which it was stated to be right that some penalty should be levied on the company for their direct violation of the engagements entered into by them with Her Majesty's Government. The Treasury was informed that the penalty would be levied. On December 21 the Treasury acquainted the Admiralty that they adhered to their opinion as to the necessity of subjecting the company to a penalty for a breach of contract involving so serious an inconvenience to the public service as nearly a week's delay in the despatch of mails. On December 22 the company and the Accountant-general were so informed. On December 23 the papers respecting the manner in which the mail service in the West Indies, and Gulf of Mexico, had been performed under contract were submitted by the Admiralty to their solicitor, for his opinion, who reported as follows on December 24: "Presuming the first quarterly payment would become due on the 3d of next month, under the terms of the new plan, if those terms had been fulfilled by the company, and that the payment is to be after the rate of 20,000*l.* per annum for each steam vessel, I think 8,000*l.* ought to be deducted from the next quarterly payment; and I make this computation according to the time during which the company had not 12 steam vessels employed in the service. But if, according to the new plan, the company were to be paid 240,000*l.* per annum, keeping in order as many steam vessels as their Lordships should think necessary, and presuming the original contract has not been prejudiced, then I think the company, by not performing the service, nor keeping up the stipulated number of 14 vessels, have incurred the full penalty of 50,000*l.* provided by the original contract." On 2d January 1843, the Treasury having considered various documents connected with the West India Mail Packet Service, showing that the following penalty and expenses had been incurred, were of opinion that they should be deducted from the quarterly payment of 60,000*l.*; but the company might be acquainted that the Admiralty would take into consideration any facts in palliation of the extreme inconvenience to which the public had been subjected by their breach of contract. "Abatements to be made from the claim of the Royal Mail Steam Packet Company for the quarter 31st December 1842: Amount charged in Post-office account for conveyance of mails from Puerto Cabello to La Guayra, 3*l.* 3*s.* 4*d.* Expense of forwarding mails by the ship 'Norma,' from Havanna to New York, 4*l.* 10*s.* Penalty for delay in the starting of the contract steamer from Falmouth on the 5th of December, 3,500*l.* Vessels deficient under the new plan of routes taking effect on the 3d of October 1842: 'Isis,' from 3d of October, at 20,000*l.* per annum, 4,931*l.* 10*s.* 1*d.*; 'Clyde,' ditto, 18th of November, ditto, 2,410*l.* 19*s.* 2*d.*; 'Tweed,' ditto, 20th of December, ditto, 657*l.* 10*s.* 8*d.*, making 7,999*l.* 19*s.* 11*d.*; in the whole, 11,507*l.* 13*s.* 3*d.* In addition to which, expense of conveying mails by Her Majesty's ship 'Electra;' ditto by ship of war from Barbadoes to St. Thomas; penalty for employing 'Actmon' in West Indies after being declared by survey unfit for the mail service, cannot be ascertained until next quarter." On the same day the company were acquainted that in addition to the 3,507*l.* 13*s.* 4*d.* directed to be charged against them, the further sum of 8,000*l.* would be deducted from their contract money "for their not keeping up the proper number of vessels necessary for the performance of the service."

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service." On the 5th of January the company acquainted the Admiralty that they had received 48,500 *l.* on account of the payment of 60,000 *l.* due to them on the 31st December, and as the additional matter to be advanced by them in extenuation could not conveniently be put into a written form, they requested the Admiralty would name a day to receive a deputation of nine directors. On the 7th of January the Admiralty informed the company, in reply, that the representation should be in writing, as it must be referred to the Treasury for decision. On the 20th of January the substance of this representation, and the observations made thereon at the Admiralty were as follows:

Representation made by the Company.

1. THE company do not question their liability to the fine of 3,500*l.* They state, however, that they had apparently three ships ready for 1st of December's mail, viz. the "Avon," the "Clyde," and the "City of Glasgow," which ultimately carried the mail.

2. The company state that they could hire no vessel at Bristol, Liverpool, or London.

3. The company state that they have authorized their agent, in consequence of the interruption of the mail service, to hire a sailing vessel for the Mexican mails.

4. The company state that the failure in the despatch of the mails from Falmouth, and also the failure in the Mexican correspondence, "originated in no want of ships."

5. The company refer to nine cases of failure on the part of the Peninsular and Oriental Steam Packet Company to have vessels ready at Falmouth for the mails.

6. The company state that they do not understand upon what principle the deduction of 8,000*l.* (for fine it is not) has been made. That the number of vessels, "originally 14, was upon the change of system tacitly reduced to 12." That at no period since the new plan of service came into operation has the company had less than 14 steam ships afloat; and that, including their chartered ship, they have at the present moment 15, instead of 12, as contemplated, though some are undergoing alteration or repair.

7. The company complain of deductions being made "where the service has suffered no detriment."

Observations made by the Admiralty.

1. THE three vessels mentioned had been surveyed and rejected. The "City of Glasgow" was allowed to take the mails as an act of indulgence on the part of the Admiralty; and according to the terms of the contract, ought not to be paid for at the rate of 20,000*l.* per annum, being under the stipulated horse power. The "Clyde," on the 20th January, was not out of dock; and the "Avon," which had been rejected, had not been again submitted for survey.

2. It appears, however, that the "Trident" was hired by the company in less than a fortnight afterwards.

3. This appears to be an additional breach of contract, as the Mexican mail service under the new plan should have been performed by steam, and therefore further penalties are incurred.

4. On the 18th November 1842, the company had only 10 effective steam vessels (including the "City of Glasgow"), instead of 14.

5. Each of these cases had been fully investigated, with the view of inflicting penalties; but under a clause in the contract, it appeared that no penalties had been incurred.

6. Admitting the tacit understanding referred to by the company, that 12 vessels instead of 14 should be the number kept up as sufficient for all the exigencies of the service, the company appear to have had on the 1st October 1842, 12 vessels (including the "City of Glasgow," the permission to employ which expired on the 31st December 1842); on the 3d October, the company had only 11 effective vessels; on the 18th November, only 10 effective vessels; and on the 20th December, only nine steam vessels afloat, surveyed and approved of. As the company were paid under the contract at the maximum rate of 20,000*l.* per annum for every surveyed and approved vessel, a corresponding deduction was made when these three vessels were respectively withdrawn from the mail service, agreeably to the terms of the contract.

7. The numerous complaints from commercial associations and merchants at London, Liverpool, and Glasgow, as well as from the Colonial Office and Post Office, fully show the detriment the mail service has suffered since performed by the company, and that the Admiralty, according to the opinion of their solicitor, would be justified in inflicting the penalty of 50,000*l.*

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On the 24th of January, in transmitting a copy of the company's letter to the Treasury, the Board of Admiralty observed that they had examined into the statements made in it, with a view to obtain the mitigation or remission of the penalties which had been exacted from the company, as also for the payment of such portion of their annual stipend from Government as was withheld for the period during which they were not in possession of the number of vessels which they were bound by their contract to maintain. The Admiralty added, that "with regard to the payment withheld, the statement made by the company in their letter, that they have never been in possession of less than 14 ships, is not strictly correct, as the number of their effective ships fit for immediate sea service has been occasionally considerably less, which indeed was the cause of their failure to carry out the mails of the 1st December last at the time appointed." That the Admiralty, therefore, were clearly warranted in withholding payment for ships which the company were bound to maintain, but which they neglected to maintain in readiness for service; and the frequent remonstrances and complaints from the merchants and commercial associations of London, Liverpool, and Glasgow, and the colonies, as well as the public departments, rendered it necessary that the Admiralty should, for the protection of the public, enforce by the means given them by the contract, the proper execution of the duties the company had undertaken to perform. It was however obvious, that if payment was withheld from the company for not having the proper number of vessels in readiness and in a fit state for service, and a penalty be further inflicted for the non-production of vessels at the appointed time of starting, the company may be said to be mulcted twice for the same offence, as in the case of the "City of Glasgow" in December 1842. Considering therefore the great disadvantages under which the company had laboured, and the ruinous expense they incurred in attempting to execute a service which, according to the scheme of routes first promulgated, was, from its complication and extensiveness, nearly impracticable, and the heavy losses to which, by unforeseen accident, they had been since exposed, and there appearing to be a prospect that, upon the present scheme of routes, the service would be far more satisfactorily executed, the Admiralty recommended to the Treasury that the money withheld should be paid and the penalties remitted in those cases in which the public service had eventually received no detriment, and the public been put to no additional expense to execute the duties which the company had failed to perform. It was stated, that if the Treasury agreed with the Admiralty in this proposition, the sum of 8,000*l.* then withheld might be paid to the company, and the penalty for sending the mails in the "Actæon," a vessel which had been objected to, and not accepted by the Government, would be remitted; no detriment, as it turned out, having occurred to the public service thereby. A few small items would remain against the company, where a positive expense had been incurred to execute the service which they had failed to perform, and the penalty of 3,500*l.*, incurred by the failure of the company to carry out the mails of the 1st December 1842, would be the only one of any amount which would remain against them. Upon this point, as upon the whole question, the Admiralty requested the directions of the Treasury. On the 1st of February, the Treasury, in reply, informed the Admiralty that they considered the imposition and levy of the fine of 3,500*l.* would be sufficient to stimulate the company to the fulfilment of their duty in future, and they concurred with the Admiralty in the propriety of remitting the other penalties which the company had incurred. On the 4th of February the company were acquitted, and the accountant-general instructed accordingly.

2694. Have you any further paper to put in?—I have a copy of the original contract, dated the 20th of March 1840, and of the scheme proposed, dated 20th November 1841, and printed by the Admiralty for the consideration of Her Majesty's Government with reference to this contract.

[The Witness delivered in the same, which are as follow:]

ARTICLES OF AGREEMENT made this 20th day of March, in the year of our Lord 1840, between the Commissioners for executing the Office of Lord High Admiral of the United Kingdom of Great Britain and Ireland, for and on behalf of Her Majesty, of the one part, and the Royal Mail Steam-packet Company, of the other part, witness that the said company hereby covenant, promise, and agree with the said Commissioners for and on behalf of Her Majesty, that the said company shall and will, at all times during the continuance of this contract, or so long as the whole or any part of the service hereby agreed to be performed ought to be performed, in pursuance thereof, provide, maintain, keep seaworthy, and in complete

A certain number of vessels to be in constant readiness.

complete repair and readiness for the purpose of conveying, as hereinafter provided, all Her Majesty's mails (in which all despatches and bags of letters are understood to be comprehended) which shall at any time and from time to time by the said Commissioners or Her Majesty's postmaster-general, or any of the officers or agents of the said Commissioners or postmaster-general, be required to be conveyed a sufficient number (not less than 14) of good, substantial, and efficient steam vessels, of such construction and strength as to be fit and able to carry guns of the largest calibre now used on board of Her Majesty's steam vessels of war, each of such vessels to be always supplied with first-rate appropriate steam-engines of not less than 400 collective horse power, and also a sufficient number (not less than four) of good, substantial, and efficient sailing vessels, of at least 100 tons burthen each; all such steam and sailing vessels always to be supplied and furnished with all necessary and proper apparel, furniture, stores, tackle, boats, fuel, oil, tallow, provisions, anchors, cables, fire-pumps, and other proper means for extinguishing fire, and whatsoever else may be requisite and necessary for equipping the said vessels and rendering them constantly efficient for the service hereby contracted to be performed, and also manned with competent officers and a sufficient crew of able seamen and other men; and all the said steam vessels to be likewise manned and supplied with competent and efficient engineers, machinery, and engines, and to be in all respects, as to vessels, engines, equipments, engineers, officers, and crew, subject in the first instance, and from time to time and at all times afterwards, to the approval of the said Commissioners, and of such persons as shall at any time, or from time to time, have authority under the said Commissioners to inspect and examine the same.

That the said contractors shall and will, during the continuance of this contract, in every case diligently, faithfully, and to the satisfaction of the said Commissioners, and with all possible speed, convey the said mails on board the said vessels respectively as hereinafter mentioned.

Mails to be conveyed with all possible speed.

That one of such steam vessels so approved of, and equipped and manned as aforesaid, with the said mails on board, shall twice in every calendar month, on such days (but at equal intervals of days), and at such hour, and from such port in the British Channel as the said Commissioners shall at any time or times, or from time to time, signify in writing under the hand of their secretary to the said contractors, put to sea as soon as the said mails are on board, and proceed to the island of Barbadoes; and after such an interval from her arrival there (not exceeding six hours) as the governor or senior naval officer present may require, such steam vessel as aforesaid shall forthwith proceed, with the said mails on board, to the island of Grenada, and there remain so long only (not exceeding 12 hours) as the governor or senior naval officer present may require, and thence proceed, with the said mails on board, to the island of Santa Cruz, from Santa Cruz to St. Thomas, from St. Thomas to Nicola Mole, in the island of Hayti, from Nicola Mole to Santiago de Cuba, and from Santiago de Cuba to Port Royal, in the island of Jamaica.

One vessel to proceed from England twice a month.

Barbadoes.

Grenada.

Santa Cruz.
St. Thomas.
Nicola Mole.
St. Jago de Cuba.
Jamaica.

That at the expiration of such interval, not exceeding 24 hours from the time of the arrival of the steam vessel at Port Royal, as the governor or senior naval officer present may require, such steam vessel, after the said mails shall have been there delivered and others received on board, shall proceed to Savannah-la-Mar, in the same island; and after the said mails have been there delivered and others received on board, such steam vessel shall proceed to Havannah, in the island of Cuba; and at the expiration of such an interval as, after consulting the contractors' officer or agent, Her Majesty's consul shall require, not exceeding 48 hours from the arrival of the steam vessel at Havannah, such a steam vessel as aforesaid, with the said mails on board, shall successively proceed on her return from Havannah to Savannah-la-Mar, from Savannah la Mar to Port Royal aforesaid, from Port Royal to Santiago de Cuba, from Santiago de Cuba to Nicola Mole, from Nicola Mole to Samana, in the island of Hayti, delivering and receiving on board the mails at each place, care being taken that the said steam vessel shall always arrive at Samana aforesaid (after performing the said voyage from Barbadoes, under ordinary circumstances of wind and weather)* on the 22d day after the arrival from England of the mails at Barbadoes.

Savannah-la-Mar.

Cuba.

Hayti.

That such a steam vessel as aforesaid shall, as soon as the said mails shall have been delivered and others received on board at Samana, make the best of her way back from Samana to such port in the British Channel as the said Commissioners parties hereto shall at any time or times, or from time to time, by writing under the hand of their secretary, direct.

Return to England.

That immediately on the arrival at Barbadoes from England of every steam vessel employed in the performance of this contract, another of such steam vessels as aforesaid shall likewise successively proceed with the said mails on board from Barbadoes to the island of Tobago, from Tobago to Demerara in British Guiana, from Demerara to Berbice in the same colony, and from Berbice to Paramaribo, in Dutch Guiana.

From Barbadoes, Branch Steam Packet to Guiana, &c., Tobago, Demerara, Berbice.

Paramaribo.

That every steam vessel which shall arrive at Paramaribo in the performance of this contract, shall there remain so long as may be considered expedient by the said Commissioners, or their officer or agent, not exceeding 48 hours from the time of her arrival at that place, and shall then proceed successively from Paramaribo to Berbice, from Berbice to Demerara, from Demerara to Tobago, from Tobago to Grenada, and from Grenada to Barbadoes; such last-mentioned steam vessel always to arrive at Barbadoes in time to be ready to depart thence immediately to Tobago on the arrival of such one of the said steam vessels as shall

Back by the same course to Tobago, thence to Grenada and Barbadoes.

next reach Barbadoes from England, and from Tobago to the said several islands and places in the succession before mentioned.

Windward and Leeward
Island Packets from
Grenada to St. Vincent,
St. Lucia, Martinique,
Dominica, Guadeloupe,
Antigua, Montserrat,
Nevis, St. Kitt's, Santa
Cruz, Tortola, St.
Thomas, Porto Rico,
Samana, Curaçoa,
Porto Cabello, La
Guyra, Trinidad,
Grenada.

That immediately on every arrival at Grenada of the said mails from England, another of such steam vessels as aforesaid shall successively proceed with the mails on board from Grenada to St. Vincent, from St. Vincent to St. Lucia, from St. Lucia to Martinique, from Martinique to Dominica, from Dominica to Guadeloupe, from Guadeloupe to Antigua, from Antigua to Montserrat, from Montserrat to Nevis, from Nevis to St. Kitt's, from St. Kitt's to Santa Cruz, from Santa Cruz to Tortola, from Tortola to St. Thomas, from St. Thomas to St. Juan's in the island of Puerto Rico, from St. Juan's to Samana, from Samana to Curaçoa, from Curaçoa to Porto Cabello, from Porto Cabello to La Guyra, from La Guyra to Trinidad, and from Trinidad back to Grenada, always to arrive at Grenada in time to be ready to depart immediately thence with the mails from St. Vincent and the other islands and places in the succession last mentioned on every arrival of the said mails from England.

Trinidad and La Guyra
Packets.
Trinidad, La Guyra,
Porto Cabello, Curaçoa,
Jamaica, Porto Rico,
St. Thomas, Tortola,
Santa Cruz, St. Kitt's,
Nevis, Montserrat,
Antigua, Guadeloupe,
Dominica, Martinique,
St. Lucia, St. Vincent,
Grenada.

That immediately on every arrival at Grenada of the said mails from England in the performance of this contract, another of such steam vessels as aforesaid shall likewise successively proceed with the said mails to Port of Spain in the island of Trinidad, from Trinidad to La Guyra, from La Guyra to Porto Cabello, from Porto Cabello to Curaçoa, from Curaçoa to Samana, from Samana to St. Juan's Porto Rico, from St. Juan's to St. Thomas, from St. Thomas to Tortola, from Tortola to Santa Cruz, from Santa Cruz to St. Kitt's, from St. Kitt's to Nevis, from Nevis to Montserrat, from Montserrat to Antigua, from Antigua to Guadeloupe, from Guadeloupe to Dominica, from Dominica to Martinique, from Martinique to St. Lucia, from St. Lucia to St. Vincent, and from St. Vincent back to Grenada, always arriving at such last mentioned place in time to be ready to depart again from Grenada with the mails for Port of Spain and the other islands and places in the succession last before mentioned, immediately on every arrival of the said mails from England.

Branch Sailing Packet
to Cartagena, from
Grenada to Curaçoa, by
La Guyra, Santa
Martha, Cartagena,
then back by Santa
Martha to Curaçoa.

That immediately on the arrival at Curaçoa of every steam vessel employed in the performance of this contract, which proceeds from Grenada to Curaçoa by way of La Guyra, such a sailing vessel as aforesaid shall successively proceed from Curaçoa with the mails to Santa Martha, from Santa Martha to Cartagena, where she shall remain 24 hours, and no longer, and then make the best of her way back with the mails to Santa Lucia and from Santa Martha to Curaçoa.

Branch Sailing Packet
to the Bahamas.

That immediately on every arrival at Nicola Mole, in the island of Hayti, of the mails from England, another of such sailing vessels as aforesaid shall successively proceed with the said mails to Bahama Islands; that is to say, to Crooked Island; from Crooked Island to Rum Island, and from Rum Island to New Providence, where she shall remain for a period not exceeding 72 hours; and immediately at the expiration of her stay there she shall successively return with the mails from New Providence to Rum Island, from Rum Island to Crooked Island, and from Crooked Island to Nicola Mole, always arriving at the latter place in time to meet the steam vessel conveying the return mails to England from Jamaica.

Branch Steam Packet
from Jamaica to
Chagres, Cartagena,
St. Martha, back to
Jamaica.

That immediately on every arrival of the said mails from England at Port Royal, Jamaica, another of such steam vessels as aforesaid shall proceed with the mails to Chagres; from Chagres to Cartagena, from Cartagena to Santa Martha, and from Santa Martha back to Port Royal aforesaid, always arriving at the latter place in time to meet the steam vessel conveying the return mails from Havannah to Port Royal.

Branch Sailing Packet
from Savannah-la-
Mar to Cuba, Belise,
and back.

That immediately on the arrival at Savannah-la-Mar of the said mails from England, another of such sailing vessels as aforesaid shall proceed with the mails to Trinidad de Cuba, and from Trinidad de Cuba to Belise, in Honduras; and, after remaining there 48 hours, shall make the best of her way back direct to Trinidad de Cuba, and thence to Savannah-la-Mar.

Branch Steam Packet
from Havannah, to Vera
Cruz, Tampico, Mobile,
and the Gulf of
Mexico.

That immediately on every arrival at Havannah of Her Majesty's said mails from England, another of such steam vessels as aforesaid, with the mails, shall successively proceed to Vera Cruz; from Vera Cruz to Tampico, from Tampico to Mobile, or such other port or ports in the United States of America or the Gulf of Mexico as shall at any time, or from time to time, be determined by the said Commissioners, and notified to the said contractors by writing, under the hand of the secretary of the Admiralty, and from Mobile, or such last-mentioned port or ports as aforesaid to Havannah, always arriving at the latter place in time to depart thence immediately to Vera Cruz on the arrival of the mails from England.

Branch Steam Packet
from Havannah to the
Gulf of Mexico, Tam-
pico, Vera Cruz, and
back.

That also, immediately on every arrival at Havannah of the said mails from England, another of such steam vessels as aforesaid, with the said mails, shall likewise successively proceed from Havannah direct to Mobile, or to such other port or ports in the said United States or the Gulf of Mexico as before provided; from thence to Tampico, from Tampico to Vera Cruz, and from Vera Cruz to Havannah, always arriving at the latter place in time to be ready to depart thence again on the arrival of the mails from England.

Branch Steam Packet
from Havannah to
Matanzas, New York,
Halifax, returning by
New York to Matan-
zas.

That immediately on every arrival at Havannah of the said mails from England, another of such steam vessels as aforesaid, with the said mails, shall successively proceed from Havannah to Matanzas, in the island of Cuba, from Matanzas to New York, calling at such intermediate ports on the American coast as shall at any time, or from time to time, be determined by the said Commissioners, and notified to the said contractors by writing, under the hand of the secretary of the Admiralty; and such vessel shall afterwards proceed from New York to Halifax, in Nova Scotia, and shall thence return with the mails to New York, from

from New York to Matanzas, calling at such intermediate ports as shall be determined, as last aforesaid, and from Matanzas to Havannah, always arriving at the latter place in time to be ready to depart thence again with the mails, by the same route, on the arrival of the next mails due from England.

T. C. Croker, Esq.

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That at each of the places and ports at which any of the said vessels, whether steam or sailing vessels, are or may be appointed to call or proceed in the performance of this contract, and where no time is hereby specifically fixed for their stay, they shall remain so long only as shall be required for landing and embarking the mails, leaving the precise stay of the said vessels at such places to be determined by the said Commissioners, after experience of the manner in which the said service can be performed, and with power to them also, when so determined, to alter the same from time to time, in such manner as in their judgment will afford the greatest accommodation to the different places and ports consistently with ensuring the due arrival and departure of the said several vessels with the mails at and from the ultimate places of their destination at the proper times; and the said company shall and will, at the expiration of three calendar months' notice in writing, under the hand of the Secretary of the Admiralty, alter, and from time to time vary, the periods of the stay of the said vessels at such respective places and ports, and the times of their arrival and departure, according to the directions which the said company may at any time, or from time to time, receive from the said Commissioners as aforesaid.

As to the duration of the stay of the several vessels at the respective ports.

That the said company also shall and will, at the expiration of three calendar months' notice in writing, under the hand of the Secretary of the Admiralty, alter, and from time to time vary, the route of all or any of the steam and sailing vessels employed in the performance of this contract, according to such directions as they shall so receive by such notice.

Routes may be altered by the Admiralty.

That if at any time or times, owing to stress of weather or any other unavoidable circumstance, any vessel employed in the performance of this contract shall not be able, in the opinion of the officer or person having charge of Her Majesty's said mails, to reach in due course any of the places to which she ought to proceed, the same officer or person may and shall give such directions and make such alterations for the particular case, as shall seem most expedient to him for the performance of the service; and any directions or orders which he may give in such cases shall be strictly obeyed by the master of every such vessel, who shall insert such alterations and the reason thereof in his log book, which shall, whenever required, be produced to the said Commissioners, or to the governor of any British colony, or to Her Majesty's consul at any foreign port or place.

In case of stress of weather, naval officers may give directions.

That the said company shall and will, from time to time and at all times during the continuance of this contract, make such alterations or improvements in the construction, equipments, and machinery of the vessels which shall be used in the performance of this contract, as the advanced state of science may suggest, and the said Commissioners, parties hereto, may direct.

Improvements in vessels to be made by contractors.

That the said company shall receive and allow to remain on board each of the said steam vessels so to be employed in the performance of this contract, an officer in Her Majesty's Navy, or any other person to be appointed by the said Commissioners to take charge of the said mails, and also a servant of the said officer or other person as aforesaid, if required; and that every such officer or other person shall be recognised and considered by the said company and their officers, agents, and seamen, as the agent of the said Commissioners in charge of the said mails, and as having full authority in all cases to require a due and strict execution of this contract on the part of the said company, their officers, servants, and agents, and to determine every question whenever arising relative to proceeding to sea or putting into harbour, or to the necessity of stopping to assist any vessel in distress, or to save human life; and that the decision of such officer or other person as aforesaid shall in each and every such case be final and binding on the said company, unless the said Commissioners on appeal by the said company shall think proper to decide otherwise. That a suitable first-rate cabin, with appropriate bed, bedding, and furniture, shall at the cost of the said company be provided and appropriated by them for, and to the exclusive use, and for the sole accommodation of every such naval officer, or other person authorized as aforesaid, and also a proper and convenient place of deposit on board, with secure lock and key, for the mails; and that each and every of the said officers or other persons as aforesaid shall be victualled by the said company as a chief cabin passenger, without any charge being made either for his passage or victualling; and that should all or any of such officers or other persons require a servant, such servant, and also any person appointed to take charge of the mails on board the said sailing vessels, shall be also provided with a proper and suitable berth, and be duly victualled by and at the cost of the said company, without any charge being made for the same. And that if the said Commissioners shall at any time during the continuance of this contract think fit to entrust the charge and custody of the mails to the master of any of the vessels to be employed in the performance of this contract, or if the officer or other person appointed to have charge of the mails shall from illness, or any unforeseen accident, be unable to proceed on the voyage, and no other officer or person be sent on board by the said Commissioners, or any of their agents, in his stead, in any of such cases the master shall, without any charge to the public, take due care of, and be responsible for the receipt, safe custody, and delivery of the said mails, and shall make the usual declaration or declarations required, or which may be required, by Her Majesty's Postmaster-general in such or similar cases; and every such master having the charge of such mails shall himself immediately on the arrival at any of the said ports or places of any vessel so conveying the

Officer in charge of mails, &c., to be received on board.

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same, deliver the said mails into the hands of the postmaster of the port or place where such mails are to be delivered, or into the hands of such other person as the said Commissioners shall direct and authorize to receive the same, receiving in like manner all the return mails to be forwarded in due course.

That at each port or place where the said mails are to be delivered and received, the naval officer, or such other person to be appointed as aforesaid, shall, whenever and as often as by him deemed practicable or necessary, be conveyed on shore, and also from the shore to the vessel employed for the time being in the performance of this contract, together with or (if such officer or person considers requisite) without the said mails, in a suitable boat, with not less than four oars, to be provided and properly manned and equipped by the said company, and that the directions of the naval officer, or other person as aforesaid, shall in all cases be obeyed as to the mode, time, and place of receiving and delivering the said mails.

Boat for landing to be provided.

Penalty for delay,

That if any vessel employed in the performance of this contract, having the mails on board, shall stop, linger, or deviate from the direct course on her voyage, (except from stress of weather or other unavoidable circumstances, or when authorized as aforesaid,) or shall delay starting at the appointed time, or shall put back into port after starting, without the sanction in each and every case of the officer or other person authorized to have the charge of the said mails, then, and in each and every of such cases, and as often as the same shall happen, the said company shall and will forfeit and pay unto Her Majesty, her heirs and successors, the sum of 100 £; and that if any vessel which ought to leave the place which may be appointed for her departure from England for Barbadoes, in the performance of this contract, shall not proceed direct on her voyage for 12 hours after the proper and appointed time (except as aforesaid), the said company shall and will, so often as any such omission shall happen, forfeit and pay unto Her Majesty, her heirs and successors, the sum of 500 £; and also the further sum of 500 £ for every successive period of 12 hours which shall elapse until such vessel shall proceed direct on her voyage in the performance of this contract. And that if any vessel which ought to leave any other port or place, in performance of this contract, shall not proceed direct on her voyage for 12 hours after the proper and appointed time (except as aforesaid), the said company shall and will, so often as any such omission may occur, forfeit and pay unto Her Majesty, her heirs and successors, the sum of 200 £; and also the further sum of 200 £ for every successive period of 12 hours which shall elapse until such vessel shall proceed direct on her voyage in the performance of this contract.

£. 100.

For delay of twelve hours by vessels from England and back, £. 500.

Between other places, £. 200.

That every naval officer, or other person authorized to have the charge of the said mails, shall either alone, or with such other persons as he may consider necessary, have full power and authority, as often as he may deem it requisite, to examine and survey, in such manner and with the assistance of such persons as he may think proper, any of the vessels employed, or to be employed in the performance of this contract, and the hulls, machinery, and equipments thereof, on his giving notice to the master for the time being of the vessel about to be examined of such his intention, and if any defect or deficiency be ascertained, and notice thereof be given to such master, and if the said master shall not immediately, or as soon as possible, thereupon remedy, replace, or effectively repair or make good every such defect or deficiency, the said company shall in every such case forfeit and pay to Her Majesty, her heirs and successors, the sum of 100 £, but the payment of such penalty shall not in anywise release or discharge the said company from remedying, replacing, or effectively repairing or making good such deficiency or defect, or from being considered not to have committed a breach of this contract. And that the said Commissioners shall also have full power, whenever and as often as they may deem it requisite, to survey, by any other of their officers or agents, all and every the vessels employed, and to be employed, in the performance of this contract, and the hulls thereof, and the engines, machinery, furniture, tackle, apparel, stores, and equipment of every such vessel; and if any such vessel, or any part thereof, or any engines, machinery, furniture, tackle, apparel, boats, stores, or equipments, shall on any such survey be declared by any of such officers or agents unseaworthy, or not adapted to the service hereby contracted to be performed, or if such officers or agents shall deem it necessary or expedient that any alteration or improvement shall be made therein, or any part thereof, in order to keep pace with the more advanced state of science, every vessel which shall be disapproved of, or in which such deficiency, defect, or want of improvement shall appear, shall be deemed inefficient for any service hereby contracted to be performed, and shall not be employed again in the conveyance of the mails until such defect or deficiency shall have been repaired or supplied, or the alterations or improvements, as the case may be, shall have been made to the satisfaction of the said Commissioners; and if employed before such defect or deficiency shall have been supplied, or such alterations or improvements, as the case may be, shall have been made to the satisfaction of the said Commissioners, the said company shall forfeit and pay to Her Majesty, her heirs and successors, the sum of 500 £.

Penalty for not repairing vessels when necessary, £. 100.

Penalties for employing vessels after being reported unfit, £. 500.

Orders as to the landing and receiving the mails to be obeyed.

Penalties to be considered as stipulated damages.

That the said company and all commanding and other officers of the vessels to be employed in the performance of this contract, and all agents, seamen, and servants of the said company, shall at all times during the continuance of this contract punctually attend to the orders and directions of the said Commissioners, or of any of their officers or agents, as to the landing, delivering, and receiving the mails. And it is hereby agreed by and between the parties hereto, that all and every the sums of money hereby stipulated to be forfeited and paid by the said company unto Her Majesty, her heirs and successors, shall be considered as stipulated or ascertained damages, and shall and may be deducted and retained by the

the said Commissioners out of any monies payable, or which may thereafter be payable, to the said company, or the payment may be enforced with full costs of suit at the discretion of the said Commissioners.

That the said company shall and will, when and as often as in writing they or the masters of their respective vessels shall be required so to do by the said Commissioners, or by such naval or other officers or agents acting under their authority (such writing to specify the rank or description of the person or persons to be conveyed, and the accommodation to be provided for him or them), receive, provide for, victual, and convey on board each and every or any of the vessels to be employed in the performance of this contract (in addition to the naval officer or other person authorized to have the charge of the said mails), any officers in the navy, army, or civil service of Her Majesty, not exceeding two as chief cabin passengers, and any persons not exceeding two as fore cabin passengers, and any number of seamen, marines, or soldiers, not exceeding ten, charging for such passengers two-thirds only of the fares or rates charged by the said company for ordinary passengers of a similar description.

And that the said company shall and will receive on board each and every of the said vessels employed in the performance of this contract, any number of small packages containing astronomical instruments, charts, wearing apparel, or other articles, and convey and deliver the same to, from, and between all or any of the said ports or places to or from which the said mails are to be conveyed in the performance of this contract, when and as often as directed by the said Commissioners, or their secretary or agents duly authorized, free from all costs and charges. And also shall and will receive on board each and every of the said vessels, and convey and deliver to, from, and between all or any of the same ports or places, any naval or other stores not exceeding five tons in weight at any one time in any one vessel, at the rate of freight charged by the said contractors for private goods, on receiving from the said Commissioners, or any of their officers or agents, two days' previous notice of its being their intention to have such stores so conveyed.

And the said Commissioners, in consideration of the premises, and of the said company, their officers, servants, and agents, strictly and punctually performing the whole of the said service hereby contracted to be performed, and observing and keeping the covenants and agreements hereby entered into by them, do, for and on behalf of Her Majesty, her heirs and successors, promise and agree that they, the said Commissioners on behalf of Her Majesty, will, for the time the whole of the said service shall have been strictly performed, pay or cause to be paid to the said company, by bills at sight payable by Her Majesty's paymaster-general, a sum after the rate of 240,000*l.* per annum, by equal quarterly payments, and with a proportionate part thereof should this contract terminate on any other day than a day of quarterly payment, such payments to be subject, however, to the abatement of any forfeitures which the said company may have incurred as herein provided; and the first of such payments to be made at the expiration of three calendar months from the period when the first of such steam vessels shall have put to sea on her voyage to Barbadoes in performance of the entire service hereby contracted for.

And it is hereby agreed, that if at any time and so long as the said company shall make it appear to the satisfaction of the Commissioners of Her Majesty's Treasury for the time being (but not otherwise), that from any change in the relations between this kingdom and any foreign countries, or from war or other causes distinctly of a public and national character, to be judged of by the same Commissioners, the rate of insurance for steam vessels, and the freight payable by the said contractors for coals which may be sent out from the United Kingdom, to be used in the performance of this contract, and the rate of insurance on such coals, shall have been raised above the averages hereinafter mentioned, that is to say, 6*l.* 6*s.* per cent. per annum on such steam vessels as aforesaid, 1*l.* 2*s.* 6*d.* per ton for the freight of coals, and 2*l.* 2*s.* per cent. for the insurance thereon, the said company shall be paid an additional yearly sum of money, according to the increase above the said specified averages, but the said additional sum of money for freight shall be paid in respect of 60,000 tons per annum, and no more; and the yearly amount of any additional sum of money to be paid as aforesaid, in any case or under any circumstances, either for insurance and freight or otherwise, shall not exceed 60,000*l.* per annum.

And it is hereby further agreed, that if after the said Commissioners of the Treasury shall have decided that some additional sum of money should be paid to the said company in consequence of any such increase in the said rates of insurance and freight, any difference should arise as to the amount so to be paid, such difference shall be referred to two arbitrators, one to be chosen from time to time by the said Commissioners of the Treasury, and the other by the said company; and if such arbitrators should at any time or times not agree in the matter or question referred to them, then such question in difference shall be referred by them to an umpire, to be chosen by such arbitrators before they proceed with the reference to them; and the joint and concurrent award of the said arbitrators, or the separate award of the said umpire, when the said arbitrators cannot agree, shall be binding and conclusive upon all parties.

And it is hereby also agreed, that if, in the opinion of the said Commissioners for executing the said office of Lord High Admiral, a portion of the service hereinbefore-mentioned can be satisfactorily performed before the period at which this contract is to commence as herein-^{or}er provided, the same Commissioners shall, if they think proper, direct and allow such ^{portion} _{of} 74.

T. C. Croker, Esq.

23 July 1849.

Naval officers, &c., as passengers, to be charged only two-thirds of the ordinary rates.

Small packages to be received on board.

Stores, not exceeding five tons, to be paid for at the usual rate.

Payment for services under the contract.

Further payment in the event of the increase of insurance or the freight of coals.

Difference as to rate of insurance, &c. to be settled by arbitration.

If the whole service not required, a certain sum to be paid for each steam vessel employed.

T. C. Croker, Esq.

23 July 1849.

Provision in case of war.

portion of the said service only to be performed by such number of such steam vessels as aforesaid as they may deem necessary, and in that case there shall be paid to the said company a sum after the rate of 20,000 £. per annum for every such steam vessel while so employed.

And it is hereby further agreed, that if an entire stoppage of any part of the service hereby contracted to be performed shall occur by reason of any change in the relations between this kingdom and foreign countries, or by reason of war or other causes distinctly of a public and national character, the said Commissioners of the Treasury shall have power to make such alterations in the course and services of all or any of the vessels employed in the performance of this contract, even beyond the limits of the several ports or places to which the said mails are hereby agreed to be conveyed, as they the same Commissioners may deem most advantageous to the public; provided that for the effecting any such alterations it shall not be necessary for the said company to employ any more such steam or sailing vessels as aforesaid than they are hereby bound to employ in duly performing the whole of the said service hereby specifically contracted to be performed; and in case the same Commissioners shall consider that any such alterations cannot be satisfactorily made, and the said company can perform the remainder of the said service with a less number of vessels than is required to be employed by them while performing the whole of the said service, then and so long as such may be the case there shall be a reasonable annual deduction made from the money hereby agreed to be paid to them, or such other arrangement made by the same Commissioners as they the same Commissioners may consider fair and just between the company and the public.

Commencement and termination of contract.

And it is hereby agreed and declared, that this contract shall commence on the 1st day of December 1841, or on such earlier day as the parties hereto may mutually arrange, and shall continue in force for 10 years from the first day on which the first of such steam vessels shall put to sea for Barbadoes with the mails, in performance of the entire service hereby contracted for, and then determine if the said Commissioners, parties hereto, shall by writing under the hand of the secretary of the Admiralty for the time being, have given to the said company, or the said company shall have given to the said Commissioners, 12 calendar months' notice in writing, that this contract shall determine at the expiration of the said term of 10 years; but if neither the said Commissioners, nor the said company, shall give any such notice, this contract shall continue in force even after the said term of 10 years, until the expiration of a 12 calendar months' notice in writing, as aforesaid, shall be given by either of the parties hereto to the other of them.

Contract not to be assigned.

And it is hereby further agreed and provided, that the said company shall not assign, underlet, or dispose of this contract, or any part thereof, and that in case of the same, or any part thereof, being assigned, underlet, or otherwise disposed of, or of any breach of this contract on the part of the said company, their officers, agents, or servants, it shall be lawful for the said Commissioners for executing the said office of Lord High Admiral, (if they think fit, and notwithstanding there may or may not have been any former breach of this contract), by writing under the hand of their secretary for the time being, to determine this contract without any previous notice to the said company or their agents; nor shall the said company be entitled to any compensation in consequence of such determination, but even if this contract be so determined, the payment of the sum of money hereinafter agreed to be made shall be enforced, should the same be not duly paid by the said company.

As to delivery of notices.

And it is also agreed, that the notices or directions which the same Commissioners, or their secretary, officers, or other persons, are hereby authorized and empowered to give to the said company, their officers, servants, or agents, may, at the option of such Commissioners, or of their secretary, officers, or other persons, be either delivered to the master of the vessel, or other officer, agent, or servant of the said company in the charge or management of any vessel employed in the performance of this contract, or may be left for the said company at their office or house of business in London.

And, lastly, for the due and faithful performance of all and singular the covenants, conditions, provisos, clauses, articles, and agreements hereinbefore contained, which on the part and behalf of the said company are or ought to be observed, performed, fulfilled, and kept, the said company do hereby bind themselves and their successors unto our Sovereign Lady the Queen in the sum of 50,000 £. of lawful money of the United Kingdom, to be paid to our said Lady the Queen, Her heirs and successors, by way of stipulated or ascertained damages hereby agreed upon between the same Commissioners and the said company, in case of the failure on the part of the said company in the due execution of this contract, or any part thereof. In witness whereof two of the said Commissioners for executing the office of Lord High Admiral have hereunto set their hands and seals, and the said "Royal Mail Steam Packet Company" have hereto set their corporate seal, the day and year first above written.

(signed) *W. Parker* (L. S.)
Dalmey (L. S.)

Signed, sealed, and delivered by the said Commissioners, in the presence of

John James.

The corporate seal of the above-named Royal Mail Steam Packet Company was hereunto affixed, by order of the Court of Directors, in the presence of

W. H. Pitcher, Secretary to the Directors.
John James.

Sir,

Admiralty, 30 December 1841.

T. C. Croker, Esq.

23 July 1849.

WITH reference to your letter of the 22d instant, requesting that instructions may be given for putting the mails for Surinam, Berbice, Demerara, and Tobago, on board the "Thames," and all the other mails on board the "Tay," which two vessels, you state, will proceed from Falmouth with the mails of the 1st of January next; and with reference also to your letter of the 24th instant, in which you propose that the mails should be landed at Great Courland Bay at Tobago, and English Harbour at Antigua, and to forward the mails to New Orleans by means of a steam tug boat, and requesting that the officer in charge of the mails may be directed to deliver the whole of the Windward Islands mails to one of the contract steamers appointed to receive them at Grenada instead of at Barbadoes, and further to be allowed to employ the two schooners, the "Lee" and "Larne," in running between Curaçoa, Santa Martha, and Carthagena, I am commanded by my Lords Commissioners of the Admiralty to acquaint you, for the information of the directors of the Royal Mail Steam Packet Company, that their Lordships have no objection to permit the substitution proposed in lieu of what is stipulated by the contract, in those several cases, but with all the same consequences as if they had been named in the contract.

It is however to be understood, that this permission is to extend as to the first proposition, and that relating to the mails for the Windward Islands, to the first voyage only; and as to the other propositions, for the period of six months, commencing on the 1st of January next.

My Lords desire me to observe that looking at the delay which has arisen on the part of the company to commence the contract, and their repeated propositions for deviating from the terms of it, even after the period when it ought to have commenced; together with the little time allowed to their Lordships to deliberate upon these propositions and to make the necessary communications thereon to the various departments of Her Majesty's Government, my Lords cannot but view these proceedings of the company with much regret.

I am, &c.

(signed) John Barrow.

H. Longlands, Esq.,

Secretary of the Royal Mail Steam Packet Company,
3, Winchester-buildings.

Sir,

Admiralty, 13 December 1841.

MY Lords Commissioners of the Admiralty having taken into their consideration your letter of the 6th instant, and also the paper transmitted with your letter of the 27th ultimo, and entitled, "Details of Services to be performed," being a tabular scheme of routes of vessels for the conveyance of Her Majesty's mails, differing from those in the contract subsisting between their Lordships and the Royal Mail Steam Packet Company, have commanded me to acquaint you, in reply thereto, that they cannot consent to the proposals of the company as a modification or variation of the subsisting contract, by which contract the Lords Commissioners mean to abide; but they are willing to permit the company's vessels to pursue the routes specified in the said tabular scheme during six months only, to be computed from the 1st of January next, with the following exceptions:

That the mails are not to be embarked at Southampton, as proposed by the company, but at such other port in the British Channel as their Lordships, according to the terms of the said subsisting contract, shall from time to time determine. And that the vessels to be employed in carrying the mails shall not, either on the outward or homeward passage, touch at Corunna or Madeira, as proposed by the company, but shall proceed direct from England to Barbadoes, as stipulated by the said contract.

My Lords will also permit the two vessels stated by the company to be of 300 and 220 horses power respectively, and which the company desire to be allowed to employ in the service (although not of the size stipulated in the contract), to be so employed until the 31st December 1842, and no longer. Upon the due observance and performance by the company of the matters above mentioned, the Lords Commissioners are disposed during the said respective times to abstain from enforcing the penalties for the breach, in those respects, of the said subsisting contract.

And that for the accommodation of the company, their Lordships will, as requested, allow Her Majesty's sailing packet, which is appointed to leave Falmouth on the 17th instant, to bring back to England the return mails.

I am, &c.

(signed) Sidney Herbert.

John Irving, Esq.

Chairman of the Royal Mail Steam Packet Company,
3, Winchester Buildings.

SCHEME proposed by the ROYAL MAIL STEAM-PACKET COMPANY, and printed by the Admiralty for the Consideration of Her Majesty's Government, with reference to the Company's Contract.—29 November 1841.

DETAILS OF SERVICE TO BE PERFORMED.

The following Tables are drawn upon the supposition that the Company's steamers are to start from Southampton, say (Calshot Castle, lat. 50° 49' N. long. 1° 5' W.) at midnight of the 1st and 15th of each month. The periods are estimated by the average speed in which the work in each particular district may reasonably be expected to be performed by steamers of 450-horse power and 1,400 tons burthen each, and built upon the most approved principles of naval architecture. The stoppages are given to correspond with the time which is considered necessary to take in coals at the different depôts, and to land and take in the mails, specie, passengers, and their luggage and parcels, steamers being always in a state of readiness at every port.

TABLE No. 1.—GENERAL WEST INDIAN VOYAGE.

Starting Port or Place.	Distance in Geographical Miles.	Knots per Hour.	Time on Voyage.	Stoppages, Mails, &c.	Coal Depôt.	Arrive at.	Time from England.
			Hours.	Hours.		Date.	Days. hrs.
Southampton to Corunna - -	550	8 $\frac{1}{2}$	65	-	Coals* -	4th, 3 P. M.	2 17
Stop at ditto - - -	-	-	-	10	- -	- -	- -
Corunna to Madeira - - -	760	9	84	-	- -	8th, 3 P. M.	6 15
Stop at ditto - - -	-	-	-	3	- -	- -	- -
Madeira to Barbadoes - -	2,610	10 $\frac{1}{2}$	248	-	- -	10th, 2 A. M.	17 2
Stop at ditto - - -	-	-	-	5	- -	- -	- -
Barbadoes to St. Vincent's -	90	-	8 $\frac{1}{2}$	-	- -	- -	- -
Stop at ditto - - -	-	-	-	1 $\frac{1}{2}$	- -	- -	- -
St. Vincent's to Grenada - -	78	-	7 $\frac{1}{2}$	-	- -	- -	- -
Stop at ditto - - -	-	-	-	2	- -	- -	- -
Grenada to Santa Cruz - -	380	-	36	-	- -	- -	- -
Stop at ditto - - -	-	-	-	2	- -	- -	- -
Santa Cruz to St. Thomas -	40	10	4	-	- -	21st, 8 $\frac{1}{2}$ P. M.	19 20 $\frac{1}{2}$
Stop at ditto - - -	-	-	-	4	Coals.	- -	- -
St. Thomas to Great Key, Turks' Islands - - -	385	10 $\frac{1}{2}$	36	-	- -	23d, 2 $\frac{1}{2}$ P. M.	21 12 $\frac{1}{2}$
Stop at ditto - - -	-	-	-	5	- -	- -	- -
Great Key to Nassau, by North-east Channel - - -	420	-	40	-	- -	25th, 11 $\frac{1}{2}$ A. M.	23 9 $\frac{1}{2}$
Stop at ditto - - -	-	-	-	7	- -	- -	- -
Nassau to Bermuda - - -	775	10	77 $\frac{1}{2}$	-	- -	28th, 12 P. M.	26 23
Stop at ditto - - -	-	-	-	3	- -	- -	- -
Bermuda to Fayal - - -	1,770	9 $\frac{1}{2}$	180	-	- -	6th, 9 P. M.	34 19
Stop at ditto - - -	-	-	-	13	Coals.	- -	- -
Fayal to Southampton - -	1,350	9	150	-	- -	13th, 4 P. M.	41 14
Stop at ditto - - -	-	-	-	3	- -	- -	- -
Southampton to London -	75	-	3	-	- -	- -	41 20
TOTALS - - -	9,263	9.7	945 $\frac{1}{2}$	58 $\frac{1}{2}$	- -	- -	41 20

* Where the word "Coals" in Italics occurs under the head "Coal Depôt," it merely points out where coals are to be had, and that the steamers may consequently take in what they can during their stay; but coaling for the general or the whole voyage is marked, under the head "Coal Depôt," with the word "COALS" in capitals.

Remarks and Explanations.—At Corunna deliver and take in other mails and passengers to and from Spanish West India Colonies. At Madeira land outward European and take in outward West India mails and passengers to and from the Western Islands. At Barbadoes land or rather deliver to the steamer in waiting the mails for Tobago, British Guiana, and Surinam, and take in the return mails from all these places for all the rest of the West Indies, North America, and Europe. Proceed from Barbadoes to St. Vincent's, and thence to Grenada; there land and take in the mails to and from Grenada to Curaçoa. Thence proceed by places mentioned to St. Thomas, landing and taking in European and intercolonial mails. At St. Thomas take in some coals and sort mails. From St. Thomas proceed to Turks' Islands; there deliver to and take in the mails from the steamer from the Jamaica district (Table No. 6), and also deliver to another steamer in waiting the outward European and intercolonial mails for Havana, the Gulf of Mexico, and Honduras. From Turks' Islands proceed to Nassau; there land and take in the mails to and from the Bahamas; and also take in from the steamer from the Havana (see Table No. 11) the inward European mails, and deliver to her the mails from all the West Indies and the Jamaica district included. From Nassau proceed to England by Bermuda, landing at Fayal all the mails, &c., which may be on board from the West Indies for the Azores and Madeira.

N. B.—The same steamer will not proceed on this round; but a steamer will always be coaled and ready at given points, say Barbadoes, Turks' Islands, and Nassau, to go on when the other reaches these places. The steamer with the general mails, and that steamer which carries the mails for the Northern Islands, should always be despatched from Barbadoes first.

TABLE No. 2.—BARBADOES, GUIANA, &c.

Starting from Barbadoes, at 8 A. M. of the 19th.

Starting Port or Place.	Distance in Geographical Miles.	Knots per Hour.	Time on Voyage.	Stoppages, Mails, &c.	Coal Depôt.	Arrive at.	Time from Barbadoes.
			Hours.	Hours.		Date.	Days. hrs.
Barbadoes to Tobago - - -	130	10 $\frac{1}{2}$	12	-	-	20th, A., P. M.	0 12
Stop at ditto - - -	-	-	-	3	-	-	-
Tobago to Demerara - - -	310	8 $\frac{1}{2}$	37	-	-	-	-
Stop at ditto - - -	-	-	-	3	Coals.	-	-
Demerara to Berbice - - -	80	-	9 $\frac{1}{2}$	-	-	-	-
Stop at ditto - - -	-	-	-	3	-	-	-
Berbice to Surinam - - -	130	-	15	-	-	22d, 4 P. M.	3 9
Stop at ditto - - -	-	-	-	72	-	-	-
Paramaribo to Berbice - - -	130	10 $\frac{1}{2}$	12	-	-	-	-
Stop at ditto - - -	-	-	-	3	-	-	-
Berbice to Demerara - - -	80	-	8	-	-	-	-
Stop at ditto - - -	-	-	-	106	COALS.	-	-
Demerara to Tobago - - -	310	-	30	-	-	-	-
Stop at ditto - - -	-	-	-	3	-	-	-
Tobago to Barbadoes - - -	130	8 $\frac{1}{2}$	15	-	-	3d, 5 A. M.	13 21
Stop at ditto - - -	-	-	-	26 $\frac{1}{2}$	-	-	16 00
TOTAL - - -	1,300	9.3	138 $\frac{1}{2}$	221 $\frac{1}{2}$	-	-	15 00

Remarks and Explanations.—A steamer will carry forward from Barbadoes all the outward mails, and bring back to Barbadoes all the return mails from the places mentioned for every quarter, and deposit them there to await the next steamer from England. From Barbadoes, this steamer will there take and proceed either northward, or return to the southward and westward with the mails brought by the next steamer from England, according as its turn may be.

TABLE No. 3.—GRENADA TO CURAÇOA, &c. &c.

Starting from Grenada at 8 A. M. of the 20th.

Starting Port or Place.	Distance in Geographical Miles.	Knots per Hour.	Time on Voyage.	Stoppages, Mails, &c.	Coal Depôt.	Arrive at.	Time from St. Vincent
			Hours.	Hours.		Date.	Days. hrs.
Grenada to Trinidad - - -	93	10	10 $\frac{1}{2}$	-	-	-	-
Stop at ditto - - -	-	-	-	3	-	-	-
Trinidad to Lagunayra - - -	328	10 $\frac{1}{2}$	31	-	-	-	-
Stop at ditto - - -	-	-	-	2	-	-	-
Lagunayra to Puerto Cabello - - -	68	-	6 $\frac{1}{2}$	-	-	-	-
Stop at ditto - - -	-	-	-	2	-	-	-
Puerto Cabello to Curaçoa - - -	105	-	10	-	-	22 d., 8 P. M.	2 17
Stop at ditto - - -	-	-	-	3	-	-	-
Curaçoa to Mayaguess - - -	390	9	44	-	-	-	-
Stop at ditto - - -	-	-	-	2	-	-	-
Mayaguess to St. Juan - - -	80	-	9	-	-	-	-
Stop at ditto - - -	-	-	-	3	-	-	-
St. Juan to St. Thomas - - -	65	8	8	-	-	-	-
Stop at ditto - - -	-	-	-	10	Coals.	-	-
St. Thomas to Santa Cruz - - -	40	10	4	-	-	-	-
Stop at ditto - - -	-	-	-	2	-	-	-
Santa Cruz to Curaçoa - - -	420	10 $\frac{1}{2}$	40	-	-	-	-
Stop at ditto - - -	-	-	-	2	-	-	-
Curaçoa by Lagunayra, &c., to Grenada - - -	595	8 $\frac{1}{2}$	70	-	-	-	10 22
Stop at ditto - - -	-	-	-	98	COALS.	-	-
TOTAL - - -	2,185	9.6	233	127	-	-	15 00

Remarks and Explanations.—The steamer on this station will receive from the steamer come from Barbadoes and carry forward all the outward European mails, and intercolonial mails, which had been brought forward to Barbadoes from Guiana, Tobago, the Northern Islands, &c. &c., to all the places mentioned between Grenada and Curaçoa inclusive. At Curaçoa it will land the outward mails from Maracaibo, Santa Martha, and Carthagena, and proceed from Curaçoa by Mayaguess, &c., Porto Rico to St. Thomas, with intercolonial mails and passengers from the coast of South America. At St. Thomas it will, on the arrival of the steamer from Turks' Islands, take on board all the inward North American, the Gulf of Mexico, and the Jamaica District mails, for the places on

its outward route, and return by the same route to Grenada, taking in from Curaçoa eastward all the return mails for Europe, and bring these to Grenada, to be forwarded by the next steamer which arrives from England. These latter return mails must be brought forward to Grenada in this way, because the next steamer which proceeds from Barbadoes, &c., with the European mails for Jamaica, &c., and which carries forward the return European mails from the Northern Islands, &c., will have passed St. Thomas two or more days before the steamer coming by way of Curaçoa could reach that place, and consequently the mails alluded to, unless carried back to Grenada in the manner mentioned, would be detained at St. Thomas to a following packet, as passengers, &c., would also be. The want of Samana, as a centre point for exchanging the mails, subjects all the places alluded to to this inconvenience, from which their more northern neighbours are free. If coals of a good quality are obtained at Curaçoa from South America, as it is expected they will be, then the outward steamer can coal at Curaçoa, after delivering the outward mails, and the steamer returning from Turks' Islands could coal at St. Thomas, with coals received from the same or any other source of supply. It makes no difference in point of time whether these steamers take in coal at St. Thomas and Curaçoa, or at Grenada; but one must go back to Barbadoes in order to carry up the mails and passengers from the South American district for the Demerara district, and to be ready for the Northern Islands' mails. The mails for Maracaibo, Santa Martha, and Carthagea will be sent forward by sailing vessels, as stated in Table No. 7.

TABLE, No. 4.—BARBADOES TO TURKS' ISLANDS, BY ANTIGUA, &c. &c.

Starting from Barbadoes at 7 A.M. of the 19th.

Starting Port or Place.	Distance in Geographical Miles.	Knots per Hour.	Time on Voyage.	Stoppages, Mails, &c.	Coal Depôt.	Arrive at.	Time from Barbadoes.
			Hours.	Hours.		Date.	Days. hrs.
Barbadoes to St. Lucia - -	100	10 $\frac{1}{2}$	9 $\frac{1}{2}$	-	-	19th, $\frac{1}{2}$ 5 P.M.	0 9 $\frac{1}{2}$
Stop at ditto - -	-	-	-	2	-	-	-
St. Lucia to Martinique - -	45	-	4	-	-	-	-
Stop at ditto - -	-	-	-	2	-	-	-
Martinique to Dominica - -	40	10	4	-	-	-	-
Stop at ditto - -	-	-	-	1 $\frac{1}{2}$	-	-	-
Dominica to Gaudaloupe - -	45	10 $\frac{1}{2}$	4	-	-	-	-
Stop at ditto - -	-	-	-	1 $\frac{1}{2}$	-	-	-
Guadaloupe to Antigua - -	70	10	7	-	-	-	-
Stop at ditto - -	-	-	-	2	-	-	-
Antigua to Montserrat - -	32	10 $\frac{1}{2}$	3	-	-	-	-
Stop at ditto - -	-	-	-	1	-	-	-
Montserrat to Nevis - -	33	-	3	-	-	-	-
Stop at ditto - -	-	-	-	1 $\frac{1}{2}$	-	-	-
Nevis to St. Kitt's - -	11	-	1	-	-	-	-
Stop at ditto - -	-	-	-	1 $\frac{1}{2}$	-	-	-
St. Kitt's to Tortola - -	128	-	12	-	-	-	-
Stop at ditto - -	-	-	-	1	-	-	-
Tortola to St. Thomas - -	23	-	2	-	-	21st, 10 P.M.	2 15
Stop at ditto - -	-	-	-	2	Coals.	-	-
St. Thomas to St. Juan - -	65	-	6	-	-	-	-
Stop at ditto - -	-	-	-	3	-	-	-
St. Juan to Turk's Islands - -	333	-	30	-	-	23d, 3 P.M.	4 8
Stop at ditto - -	-	-	-	4	-	-	-
TOTALS - - -	925	10.4	85 $\frac{1}{2}$	23	-	-	4 12

TABLE No. 5.

Starting Port or Place.	Distance in Geographical Miles.	Knots per Hour.	Time on Voyage.	Stoppages, Mails, &c.	Coal Depôt.	Arrive at.	Time from Barbadoes.
			Hours.	Hours.		Date.	Days. hrs.
Turks' Islands to Mayaquess - -	300	8 $\frac{1}{2}$	35	-	-	-	-
Stop at ditto - -	-	-	-	2	-	-	-
Mayaquess to St. Thomas, by Ponce - -	144	8 $\frac{1}{2}$	17	-	-	26th, 1 A.M.	6 22
Stop at ditto - -	-	-	-	76	COALS.	-	-
St. Thomas to St. Kitt's, by Tortola - -	151	8	19	-	-	-	-
Two stoppages - -	-	-	-	3	-	-	-
St. Kitt's to Antigua, by Nevis - -	58	9	7	-	-	-	-
Two stoppages - -	-	-	-	3	-	-	-
Antigua to Guadaloupe, by Montserrat. - -	87	9 $\frac{1}{2}$	10	-	-	-	-
Two stoppages - -	-	-	-	3	-	-	-
Guadaloupe to Dominica - -	45	9	5	-	-	-	-
Stop at ditto - -	-	-	-	2	-	-	-

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Starting Port or Place.	Distance in Geographical Miles.	Knots per Hour.	Time on Voyage.	Stoppages, Mails, &c.	Coal Depôt.	Arrive at.	Time from Barbadoes.
			Hours.	Hours.		Date.	Days. hrs.
Dominica to Martinique - -	40	8	5				
Stop at ditto - - -	-	-	-	2			
Martinique to St. Lucia - -	46	9	5				
Stop at ditto - - -	-	-	-	2			
St. Lucia to St. Vincent's -	63	10 $\frac{1}{2}$	5				
Stop at ditto - - -	-	-	-	2			
St. Vincent's to Grenada - -	78	10	8				
Stop at ditto - - -	-	-	-	6	COALS.		
Grenada to Barbadoes - - -	140	8	18				14 7
Stop at ditto - - -	-	-	-	10 $\frac{1}{2}$			
TOTALS - - - -	2,066	9	219 $\frac{1}{2}$	104 $\frac{1}{2}$	- -	- - -	15 00

Remarks and Explanations.—The steamer on this station will carry forward the return European and North American mails, and the intercolonial mails from Guiana, &c., and the return European mails for the Jamaica district, for the Havana, for Honduras, and for the Gulf of Mexico, to Great Key, or Hawk's Nest, Turks' Islands. These mails she will deliver to the steamers in waiting, and receive from one the return mails, and from the Jamaica district for all North America and for Europe. With these, this steamer or another, as may be, will proceed to Nassau, keeping to the eastward of all the keys, and going through the north-east passage, as per Table No. 1. At Turks' Islands, either this steamer, or, according as its turn may be, another steamer, will return with the North American mails, and mails from all places to the westward for places to the southward and eastward, as per the conclusion of this Table, stated as No. 5.

From Turks' Islands this steamer on this station will return to St. Thomas by the route pointed out, and at St. Thomas it will coal, and deliver to the steamer about to proceed to Curaçoa all the North American, and intercolonial, and Gulf of Mexico mails, to every place from Curaçoa to Trinidad inclusive; with the remainder it will proceed to Barbadoes by Grenada, where it will take in a few coals, and reach Barbadoes 17 hours before the next packet comes out from England, and having brought up from Grenada the mails from the South American coast for the Demerara district. At St. Thomas, the letters from places to the northward and westward for the places to the southward and the eastward will be sorted and put into the different bags, and so also at Barbadoes with the letters for Tobago, Guiana, Surinam, &c.

TABLE No. 6.—JAMAICA DISTRICT.

Starting from Turks' Islands, Great Key, 23d, at 7 P. M.

Starting Port or Place.	Distance in Geographical Miles.	Knots per Hour.	Time on Voyage.	Stoppages, Mails, &c.	Coal Depôt.	Arrive at.	Time from Turks' Islands.
			Hours.	Hours.		Date.	Days. hrs.
Turks' Islands to Cape Nichola	153	10 $\frac{1}{2}$	14				
Stop at ditto - - -	-	-	-	2			
Cape Nichola to St. Jago - -	155	10 $\frac{1}{2}$	15				
Stop at ditto - - -	-	-	-	4			
St. Jago to Kingston - - -	172	10	17			25th, 11 P. M.	2 4
Stop at ditto - - -	-	-	-	4	Coals.		
Kingston to Carthagena - -	460	10 $\frac{1}{2}$	44			27th, 11 P. M.	4 4
Stop at ditto - - -	-	-	-	7			
Carthagena to Chagre - - -	280	10 $\frac{1}{2}$	27				
Stop at ditto - - -	-	-	-	5			
Chagre to River St. Juan - -	240	10 $\frac{1}{2}$	23				
Stop at ditto - - -	-	-	-	2			
River St. Juan to Jamaica - -	580	8 $\frac{1}{2}$	68			2d, 11 A. M.	9 16
Stop at ditto - - -	-	-	-	63	COALS.		
Kingston, Jamaica, to St. Jago -	172	9	19				
Stop at ditto - - -	-	-	-	3			
St. Jago to Cape Nichola - -	155	8	19				
Stop at ditto - - -	-	-	-	2			
Cape Nichola to Turks' Islands -	153	8 $\frac{1}{2}$	17				14 19
Stop at ditto - - -	-	-	-	5			
TOTALS - - - -	2,620	9'6	263	97	- -	- - -	15 00

Remarks and Explanations.—The steamer on this station will carry forward from Turks' Islands all the outward mails from Europe, North America, the Gulf of Mexico, and the Eastern West Indies, for Hayti, Jamaica, Central America, Chagre, and Panama, and bring back the return mails from these places, Carthagena, and Santa Martha, for the quarters first mentioned to Turks' Islands. At this place it will meet a steamer come from Nassau with the North American and Gulf mail (see Table No. 8), another, if necessary, ready to start for Jamaica (see Table No. 1), another from Havana (see Table No. 8), and a fourth from St. Thomas, &c. (see Table No. 5), to and from all of which it will deliver and receive mails, as particularly stated in the Tables referred to. The time on this station is rather close to give to coal at Jamaica, but still it may be done.

TABLE No. 7.—CARTHAGENA AND SANTA MARTHA DISTRICT.

Starting from Curaçoa on the 22d, at 9 P. M.

This section of the work is proposed to be done by two sailing schooners, dividing the distance so as to be always certain of having one schooner back at Curaçoa to meet the next outward packet.

Starting Port or Place.	FIRST SCHOONER.					
	Distance in Geographical Miles.	Knots per Hour.	Time on Voyage.	Stoppages, Mails, &c.	Arrive at.	Time from Curaçoa.
Curaçoa to Bahia Honda - - -	175	6	Hours. 29	- -	Date. 24th, 2 A. M. -	Days. hrs. 1 5
Stop at ditto - - -	-	-	-	3	-	-
Bahia Honda to Maracaibo - - -	160	2 $\frac{1}{2}$	64	-	-	-
Stop at ditto - - -	-	-	-	3	-	-
Maracaibo to Curaçoa - - -	210	2 $\frac{1}{2}$	80	-	- - -	6 10
Stop at ditto - - -	-	-	-	181	-	-
TOTALS - - -	545	-	173	187	- - -	15 00
	SECOND SCHOONER.					
	Distance in Geographical Miles.	Knots per Hour.	Time on Voyage.	Stoppages, Mails, &c.	Arrive at.	Time from Curaçoa.
Bahia Honda to Santa Martha - - -	160	6	27	- -	25th, 8 A. M. -	2 11
Stop at ditto - - -	-	-	-	24	-	-
Santa Martha to Carthagena - - -	105	6	18	-	27th, 2 A. M. -	4 5
Stop at ditto - - -	-	-	-	6	-	-
Carthagena to Santa Martha - - -	105	2 $\frac{1}{2}$	41	-	-	-
Stop at ditto - - -	-	-	-	5	-	-
Santa Martha to Bahia Honda - - -	160	2 $\frac{1}{2}$	64	-	-	-
Stop at ditto - - -	-	-	-	175	-	-
TOTALS - - -	530	-	150	210	- - -	15 10

Remarks and Explanations.—It is impossible to calculate with certainty a route so much dependent on the winds and the currents, but making the largest allowance for obstructions from the causes mentioned, it is clear that sufficient time remains to accomplish the object of bringing back the schooner to Curaçoa within 15 days from Bahia Honda, and also from Carthagena to Bahia Honda. The object of this communication is to enable Santa Martha and Carthagena to receive their outward European letters sooner (two days) than these places could receive them by way of Jamaica. This is done in order that the steamer returning from Chagre may suffer no detention in waiting for replies at Carthagena. The replies from Santa Martha are carried forward to Carthagena by the schooner, there to meet the steamer from Chagre; the return correspondence from Carthagena to Curaçoa can be of little importance. One schooner might have done the work to Carthagena, but to render the point certain two have been appropriated, taking in thereby Maracaibo and Bahia Honda.

TABLE No. 8.—TURKS' ISLANDS, HAVANA, AND HONDURAS DISTRICT.

Starting from Great Key on the 23d, at 7 P. M.

Starting Port or Place.	Distance in Geographical Miles.	Knots per Hour.	Time on Voyage.	Stoppages, Mails, &c.	Coal Depôt.	Arrive at.	Time from Turks' Islands.
Turks' Islands to Havana - - -	660	10 $\frac{1}{2}$	Hours. 63	Hours. -	-	Date. 26th, 10 A. M.	Days. hrs. 2 15
Stop at ditto - - -	-	-	-	6	COALS.	-	-
Havana to Belize - - -	500	10 $\frac{1}{2}$	47	-	-	28th, 3 P. M.	-
Stop at ditto - - -	-	-	-	24	-	-	-
Belize to Havana - - -	500	10	50	-	-	1st, 5 P. M.	-
Stop at ditto - - -	-	-	-	68	COALS.	-	-
Havana to Nassau - - -	340	10	34	-	-	5th, 11 P. M.	-
Stop at ditto - - -	-	-	-	8	-	-	-
Nassau to Turks' Islands - - -	420	9	47	-	-	8th, 6 A. M.	14 7
Stop at ditto - - -	-	-	-	13	-	-	-
TOTALS - - -	2,420	9.3	241	119	- -	- - -	15 00

Remarks

Remarks and Explanations.—The steamer on this station will carry forward all the outward European, Eastern West Indian, and Jamaica districts' mails for Havana, the Gulf of Mexico, and Honduras, and bring back from Nassau (coaling at Havana) the return Honduras mail for Europe, and to Turks' Islands all the return intercolonial mails from Honduras, the Gulf of Mexico, and Havana, for all the places to the eastward, Jamaica, Chagre, and Carthagena included, and also from Nassau, all the mails from North America for the quarters last mentioned. These latter mails it will deliver at Turks' Islands, to the steamer going down to Jamaica, and also to the steamer which proceeds to St. Thomas. This steamer will then take her course on the lines according as its turn may chance to be; and it may coal either at Havana or Nassau, as these places may be selected as coal depôts. Honduras has scarcely any communication with Jamaica; its principal intercourse is with Europe, North America, and the Havana. This combination connects North America with the eastern portion of the West Indies by steamers instead of sailing vessels, which could not have performed the service with certainty.

TABLE No. 9.—GULF OF MEXICO DISTRICT (First).

Starting from Havana on the 26th, at 2 P. M.

Starting Port or Place.	Distance in Geographical Miles.	Knots per Hour.	Time on Voyage.	Stoppages, Mails, &c.	Coal Depôt.	Arrive at.	Time from Havana.
			Hours.	Hours.		Date.	Days. hrs.
Havana to Vera Cruz - -	810	10	81	-	-	29th, 11 P. M.	3 9
Stop at ditto - -	-	-	-	6	-	-	-
Vera Cruz to Tampico - -	205	10	21	-	-	1st, 2 A. M.	4 12
Stop at ditto - -	-	-	-	12	-	-	-
Tampico to New Orleans - -	170	9 $\frac{1}{2}$	75	-	-	4th, 7 P. M.	8 3
Stop at ditto - -	-	-	-	4	-	-	-
New Orleans to Havana - -	630	10	63	-	-	7th, 1 P. M.	10 22
Stop at ditto - -	-	-	-	4	COALS.	-	-
TOTALS - -	2,855	9'4	240	26	-	-	11 2*

* Leaving three days and 22 hours to coal.

Remarks and Explanations.—The steamer on this station will carry forward all the outward European, North American, and intercolonial mails for Vera Cruz and Tampico, and bring back all the return European, North American, and intercolonial mails from New Orleans to the Havana, where it will deliver these to one of the steamers which are to run from Havana to North America; which steamer, leaving the Havana on the arrival of the Gulf steamers at that place, will deliver the return European mails to the steamer which, coming down from Barbadoes, meets it at Nassau from Turks' Islands. At Nassau the letters, &c., from the Gulf of Mexico for the Eastern West Indies must be left till the next steamer returns from the Belize, because that steamer must leave Nassau before the other comes up from the Havana, in order to reach Turks' Islands in time with the North American mails and passengers for the Jamaica district, and for all the Eastern West Indies and places on the American coasts adjacent thereto, in time to meet the steamers which arrive at and depart from that place from Nassau. The North American steamer will proceed to Savannah, Charleston, &c., &c. It may, however, be observed that it will not always be the same steamer, because they will change places; but it is the same thing as regards the service, for when they reach any given central point they will always find a steamer coaled and ready to start for one route or the other. The steamer from Barbadoes will reach Nassau on the 10th, at 11 A. M.; and that on the Havana will reach Nassau at 2 A. M. of the 9th; and the steamers on this station will coal at Havana, where they will remain four days before the next outward mails arrive.

TABLE No. 10.—GULF OF MEXICO DISTRICT—(Second).

Starting from Havana at 2 P. M. of the 26th.

Starting Port or Place.	Distance in Geographical Miles.	Knots per Hour.	Time on Voyage.	Stoppages, Mails, &c.	Coal Depôt.	Arrive at.	Time from Havana.
			Hours.	Hours.		Date.	Days. hrs.
Havana to New Orleans - -	630	10	63	-	-	29th, 5 A. M.	2 15
Stop at ditto - -	-	-	-	4	-	-	-
New Orleans to Tampico - -	710	9 $\frac{1}{2}$	75	-	-	3d, noon	5 22
Stop at ditto - -	-	-	-	6	-	-	-
Tampico to Vera Cruz - -	205	10	21	-	-	3d, 3 P. M.	7 1
Stop at ditto - -	-	-	-	8	-	-	-
Vera Cruz to Havana - -	810	10	81	-	-	7th, 10 A. M.	18 18
Stop at ditto - -	-	-	-	4	COALS.	-	-
TOTALS - -	2,355	9'4	240	22	-	-	10 22

Remarks and Explanations.—The steamer on this station will carry forward the outward European, North American, and intercolonial mails from New Orleans, and bring back to the Havana the return European, North American, and intercolonial mails from Tampico and Vera Cruz, and give these at the Havana to the steamer about to proceed to North America by Nassau, as in the other case, Table No. 9. This steamer will also coal at the Havana. To do this the one has four days and two hours, and the other three days and twenty-two hours.

As regards New Orleans, it may be best at the outset to get for a few months a river steamer to carry the mails and passengers to and from the Belize. If this latter plan is adopted it will shorten the voyages in the Gulf of Mexico one day each voyage to each steamer. There is depth of water (17 feet) sufficient in the south-west pass, but in the winter months there are frequently fogs in the Delta of the Mississippi.

TABLE No. 11.—HAVANA AND NORTH AMERICAN STATIONS.

Starting from the Havana at 2 P.M. of the 7th when the month has 30 days.

Starting Port or Place.	Distance in Geographical Miles.	Knots per Hour.	Time on Voyage.	Stoppages, Mails, &c.	Coal Depôt.	Arrive at.	Time from Havana.
			Hours.	Hours.		Date.	Days. hrs.
Havana to Nassau - - -	360	10	36	-	-	9th, 2 A.M.	1 12
Stop at ditto - - -	-	-	-	8	-	-	-
Nassau to Savannah - - -	460	10	46	-	-	-	-
Stop at ditto - - -	-	-	-	5	-	-	-
Savannah to Charleston - - -	85	9	10	-	-	11th, 11 P.M.	4 9
Stop at ditto - - -	-	-	-	6	-	-	-
Charleston to New York - - -	610	8 $\frac{1}{2}$	72	-	-	15th, 5 A.M.	7 15
Stop at ditto - - -	-	-	-	24	-	-	-
New York to Halifax - - -	520	8 $\frac{1}{2}$	61	-	-	18th, 6 P.M.	11 4
Stop at ditto - - -	-	-	-	96	COALS.	-	-
Halifax to New York - - -	520	8 $\frac{1}{2}$	61	-	-	26th, 7 A.M.	17 17
Stop at ditto - - -	-	-	-	32	-	-	-
New York to Charleston - - -	610	8 $\frac{1}{2}$	72	-	-	29th, 3 P.M.	22 1
Stop at ditto - - -	-	-	-	6	-	-	-
Charleston to Savannah - - -	85	9	10	-	-	-	-
Stop at ditto - - -	-	-	-	5	-	-	-
Savannah to Nassau - - -	460	9	51	-	-	2d, 3 P.M.	25 1
Stop at ditto - - -	-	-	-	6	-	-	-
Nassau to Havana - - -	340	9	38	-	-	4th, 11 A.M.	26 21
Stop at ditto - - -	-	-	-	75	COALS.	-	-
TOTALS - - -	4,050	8.9	457	263	-	-	30 00

Remarks and Explanations.—The steamer appropriated for this station will carry forwards to the places mentioned in North America, all the mails from every part of the tropical West Indies, from Surinam to Mexico and New Orleans, inclusive, and bring back twice every month all the mails from the former to the latter mentioned places. The work between Havana and Halifax it is calculated may be done in less time than is here allowed. There is ample time on this station to coal and to perform the work. The steamer which comes from Honduras (see Table No. 8) must leave Nassau after the arrival of the American steamer, so as to reach Turks' Islands before the arrival of the steamer from Barbadoes at the latter place. The latter reaches Turks' Islands at 2 P.M. on the 23d, and 7th by a longer detention in the north; should this be necessary, the steamers may be brought to suit more closely Nassau and Turks' Islands, and the more closely their arrival and departure suits these places the better.

TABLE No. 12.—MADEIRA AND FAYAL DISTRICT.

Starting from Madeira at 6 P.M. of the 8th.

Starting Port or Place.	Distance in Geographical Miles.	Knots per Hour.	Time on Voyage.	Stoppages, Mails, &c.	Arrive at.	Time from Madeira.
			Hours.	Hours.	Date.	Days. hrs.
Madeira to Fayal - - -	720	6	120	-	13th, 6 P.M.	6 00
Stop at ditto - - -	-	-	-	24	-	-
Fayal to Madeira - - -	720	6	120	-	-	-
Stop at ditto - - -	-	-	-	96	-	-
TOTAL - - -	1,440	6	240	120	-	16 00

Remarks and Explanations.—This service is proposed to be done by one superior sailing vessel. The winds in our route being what are technically called soldiers' winds, there will be no difficulty in performing the service between the places mentioned within 16 days. This vessel can call in going and returning at St. Michael's and Pico. The best way to direct this vessel will be to start her for Madeira immediately upon the arrival of the steamer from the West Indies from Fayal; by this mode she would reach Madeira two days after the arrival of the outward steamer from England, and giving Madeira one day more to reply to British letters; the vessel could then return to Fayal with the different mails. This vessel would carry forward from Fayal all the letters and passengers from the West Indies for Madeira, and take back all the letters which might be from Madeira for England, and also outward mails from England for the Azores; the return mails from thence and Madeira would go to England by the steamer from the West Indies.

TABLE No. 13.—GENERAL SUMMARY, WEST INDIES.

Starting Port or Place.	Distance in Geographical Miles.	Knots per Hour.	Time on Voyage.	Stoppages, Mails, &c.	Coal Depôt.	Arrive at.	Time from England.
			Hours.	Hours.		Date.	Days. hrs.
Southampton to Barbadoes -	3,920	9·8	397	13	- -	19th, 2 A. M.	17 2
Barbadoes to Nassau - -	1,393	10·2	132	19 ½	- -	25th, 11 A. M.	23 9
Nassau to Southampton - -	3,895	9·6	413 ½	23	- -	13th, 4 P. M.	41 14
TOTAL - -	9,208	9·7	942 ½	55 ½	- -	- - -	41 14

Remarks and Explanations.—On re-examining this Table, six hours in time might without difficulty be saved. This is an object of some importance, as it would go to bring the mails to the General Post-office, London, by 8 A. M., and in time for the morning mails for the north. On the general voyage the work could, it is believed, be done in a few hours less, say 10 hours, and which would bring the mails to the Post-office about the middle of the night; but this actual experience can only determine. The course of post by the above arrangement, between London and every place from Surinam on the east to Mexico on the west, and from Chagre on the south to Nassau on the north, will be 58 days; but between nearly all these places and Great Britain it will only be 42 to 54 days. Between the more distant places in North America and the more distant places of the West Indies, the course of post will be only one month, and with places nearer to each other proportionably less. Fourteen steamers are appropriated for this general purpose, thus:—

The line between this and Europe and the West Indies at work - -	4 steamers.
Ditto - - ditto - - spare one in Europe - - -	1 "
Barbadoes and Surinam - - - - -	1 "
Barbadoes, Northern Islands, the Southern ditto, and coast of America -	2 "
Jamaica and Chagre, &c. - - - - -	1 "
Gulf of Mexico - - - - -	2 "
Havana and North America - - - - -	2 "
Spare one in West Indies, say at Nassau - - -	1 "
Total - - -	14 steamers.

GENERAL COMPARATIVE TABLE.

Starting Port or Place.	Distance in Geographical Miles.	Knots per Hour.	Time on Voyage.	Stoppages, Mails, &c.	Coal Depôt.	Arrive at.	Time from England.
			Hours.	Hours.		Date.	Days. hrs.
Southampton to Fayal - -	1,350	8	169	-	-	8th, 1 A. M.	7 1
Stop at ditto - - -	-	-	-	12	COALS.	-	-
Fayal to Barbadoes - - -	2,350	10	225	-	-	17th, 10 P. M.	9 21
Stop at ditto - - -	-	-	-	6	-	-	-
Barbadoes to Southampton, No. 1	5,288	-	545	42	- -	- - -	24 12
TOTALS - - -	8,898	-	939	60	- -	12th, 7 A. M.	41 10
By Corunna, &c., Table No. 1 -	9,208	-	942	56	- -	- - -	41 14
Diff. Increase - - -	320	-	Inc. 3.	Dec. 4.	- -	- - -	Inc. 4.

Remarks and Explanations.—The loss in time by taking into the line of communication both Corunna and Madeira, is thus shown to be the merest trifle; while adopting the line to Barbadoes by Fayal, not only exposes the steamers to more severe weather, but leaves out of the combination Corunna and Madeira, two places of great importance, both as regards mails and passengers, and at the same time brings the steamers to both Fayal and Barbadoes in the middle of the night, which could not fail to produce inconvenience, especially in dark and stormy weather.

T. C. Croker, Esq. 2695. Is that what has been termed the second contract?—No, the first contract.

23 July 1849. 2696. What was the date of the second contract?—The 1st of July 1846.

2697. Then when the expression "second contract" was used in the communications, it did not apply to that contract?—I should think it must have had reference to the modification of the first contract; there were a great many schemes of routes promulgated.

2697*. *Sir J. Hogg.*] Were those comments and observations that you read from the paper comments and observations of your own, or were they remarks made by the Admiralty or the Treasury?—They were observations made at the Admiralty, in the shape of minutes.

2698. Were those observations or remarks so made communicated to the directors of the company?—No.

2699. *Chairman.*] They were observations made from the Admiralty to the Treasury, or from the Treasury to the Admiralty?—No, the Admiralty did not communicate them either to the Treasury or to the company; they were observations made by the Admiralty, in consequence of which observations the Admiralty acquainted the company, in reply to their request to be allowed to maintain only 12 vessels, that their Lordships had not approved of any number being kept up less than 14.

2700. *Sir J. Hogg.*] Did you read the whole of the paper in your hand when you were giving your evidence, or did you abridge it?—I slightly abridged it, but I read nearly the whole; but I have here every document of which I have read the précis.

2701. *Chairman.*] Those observations contained in the précis that you read, are extracts or notes from the letters or minutes?—They are.

William Frederick Evans, Esq., called in; and Examined.

W. F. Evans, Esq. 2702. *Chairman.*] ARE you an Officer in the Admiralty?—I am a Clerk in the Admiralty, at Whitehall.

2703. Have you brought with you the particulars of the Pacific Contract?—I have.

2704. When was it entered into?—It was entered into on the 29th of August 1845.

2705. For what time?—It was to terminate 12 months after five years.

2706. When was it to commence?—It was to commence on the 1st of July 1846, or earlier, and I believe it began on the 1st of April of that year.

2707. Was this contract entered into in consequence of a public advertisement, or by private arrangement?—By private arrangement.

2708. Between what parties was the contract entered into?—Between the Lords of the Admiralty then in office, and the Pacific Steam Navigation Company.

2709. Is the Pacific Steam Navigation Company established in this country, or elsewhere?—The company had a charter at that period.

2710. In London?—I presume so.

2711. What service were they to perform?—They were to convey the mails between Panama and Callao, and between Callao and Valparaiso, touching at some other ports in their way.

2712. How often was the service to be performed?—Monthly.

2713. What price were they to receive?—£. 20,000 a year.

2714. Can you inform the Committee the distance which they performed for that sum each trip?—I have calculations here which show that the distance from Panama to Callao is 1,410 miles, and from Callao to Valparaiso 2,280 miles.

2715. What is the aggregate amount of mileage each trip, performed each month?—I am not prepared to state that without calculation.

2716. Will you put in the number of miles performed annually, and the rate per mile?—I will.

[The Witness delivered the same, which is as follows:]

STATEMENT of the MILEAGE—PACIFIC LINE.

	Miles.	Money paid.
Panama to Callao - - - -	1,410	£. 20,000 a year. 20
Callao to Valparaiso - - - -	2,280	400,000 shillings.
Valparaiso to Callao - - - -	2,280	88,560) 400,000 (4 354,240
Callao to Panama - - - -	1,410	45,760 12
Total per trip - - - -	7,380	88,560) 549,120 (6 531,360
Trips per year - - - -	12	17,760
Total miles per year - - - -	88,560	or about 4 s. 6 d. per mile.

2717. Was the rate fixed by negotiation with the company, or by offer on the part of the company to do the service at that price?—It was fixed in consequence of a recommendation from the Treasury.

2718. What was that recommendation?—That the Admiralty should endeavour to effect a contract with the Pacific Steam Navigation Company for the service at that sum.

2719. In consequence of that recommendation was the negotiation entered into?—It was. The Pacific Steam Navigation Company were requested to state whether they were willing and in a position to enter into a contract for the conveyance of mails, once every month, between Panama and such other place as may be determined, and Valparaiso, and *vice versa*, with efficient steam vessels of not less than 150-horse power each, for 20,000 *l*.

2720. The Admiralty made an inquiry of the company, whether they would do the service for the sum of 20,000 *l*. a year?—Yes.

2721. Can you inform the Committee upon what data the Admiralty came to the conclusion to offer 20,000 *l*. to the company?—There had previously been an offer made, and upon that calculations were gone into at the Admiralty.

2722. Calculations had been gone into by the Admiralty as to the cost of performing the service?—Yes.

2723. And it was in consequence of those calculations that that sum was offered?—It was.

2724. Can you put in, in any form, the data upon which those calculations proceed?—I have with me some original calculations made upon the subject that will give the particulars.

2725. Can you state, shortly, the result of those calculations?—This is the expense of the monthly communication between Panama and Peru by means of steam vessels. The distance from Panama to Callao being 1,410 miles, with 24 voyages, would give 33,840 miles; from Callao to Valparaiso 2,280 miles, with 24 voyages, would give 54,720 miles. Two iron steam vessels of 500 tons, at 12 *l*. per ton, 12,000 *l*.; two iron steam vessels of 140-horse power, at 50 *l*. per horse power, 14,000 *l*.; two iron steam vessels of 700 tons, at 12 *l*. per ton, 16,800 *l*.; two iron steam vessels of 180-horse power, at 50 *l*. per horse power, 18,000 *l*.; giving the first cost of the four vessels, 60,800 *l*. And then there is a calculation as to the expense of wages and victuals, &c.

2726. The calculation goes into the details of expense?—Yes.

2727. Is there any allowance made on the other side of the calculation for the probable receipt from passengers?—No, there is not.

2728. The mere cost of the vessels is calculated?—The calculation goes into the expense which it would be to provide vessels for the service.

2729. Is the result of that calculation that it would cost 20,000 *l*. a year?—Those were the calculations that were made on the previous offer from the company, with a view to show that the offer was reasonable.

W. F. Evans, Esq.

23 July 1849.

2730. *Mr. FitzRoy.*] Were those calculations made in the Accountant-general's Office of the Admiralty, or were they made by the company?—They were made by the Admiralty in the department of the Comptroller of Steam Machinery. The report is to this effect: "By the enclosed calculation it appears that the first cost of four vessels for the performance of the two branches of the mail service in the Pacific, would be 60,800 *l.* a year, and the annual expense 29,544 *l.*" The offer of the Pacific Company at that period was 25,000 *l.*

2731. But there is no statement of any credit being taken for the earnings of the vessels in respect to cargo or passengers?—No, there is not.

2732. The cost of the vessels being 60,800 *l.*, does the annual charge you speak of, of 29,544 *l.*, include any interest or wear and tear, or does it merely include wages and victuals, and the carriage of coals?—The report concludes in these words: "In our calculations, however, nothing is allowed for interest, insurance, or the establishment and maintenance of coal depôts, workshops, &c."

2733. Is anything included for wear and tear?—Wear and tear is included in the annual expense.

2734. But nothing appears in the shape of any calculation as to the probable receipt from passengers or cargo?—Not in the papers that I have in my possession.

2735. Should you be likely to have knowledge of such a calculation if it existed?—I should. The calculation may have been made, but there is nothing on record to show it.

2736. In consequence of that recommendation of the Admiralty did the Treasury authorize the contract to be made?—They did.

2737. Is there any matter in the communications from the Admiralty to the Treasury, or from the Treasury to the Admiralty, of a special nature which deserves remark upon this subject?—Some subsequent correspondence took place regarding the reduction of the penalty.

2738. But nothing particular occurred with reference to the formation of the original contract?—No.

2739. The sums you have stated, of 60,800 *l.* and 29,544 *l.*, were upon the supposition that the service would have to be performed by Her Majesty's vessels?—Yes; the calculations were made upon the supposition of those vessels being employed, I believe.

2740. Can you inform the Committee how the service has been performed?—There have been no complaints.

2741. Have any breaches of contract come to your knowledge?—Not any.

2742. Have you searched in the proper office of the Admiralty, in order to ascertain that?—I have done so.

2743. And there is no record of anything of the sort?—There is not.

William Just, Esq., called in; and Examined.

W. Just, Esq.

2744. *Chairman.*] WHAT office do you hold?—I am one of the Managing Directors of the Pacific Steam Navigation Company.

2745. What number of miles do your vessels that convey the mails in the Pacific run, and at what rate per mile?—The mileage by the contract is 75,216 miles per annum; but in order to conciliate the local government, and to satisfy the public, we have been obliged to perform a mileage of 110,887 miles per annum. Under the contract our rate per mile would be 5*s.* 3½*d.*, but under the additional service performed it would be 3*s.* 7½*d.* per mile. Our steamers, by the contract, must be of not less than 150-horse power, instead of which they are of the respective powers, one of 150, two of 180 each, and a fourth of 220, and the company are now building a fifth steamer, being one additional to the contract: a vessel of 750 tons, and 265-horse power. There were some questions asked of the previous witness with reference to the company having got the contract without competition; perhaps I may be allowed further to state that the British Government, in 1836, addressed to the Consuls-general in Peru and Chili instructions directing them to inquire into the best means of establishing a postal communication between Great Britain and the west coast of South America, by way of the Isthmus of Panama. Public meetings of the British and foreign merchants were convened for this object, at which the Consuls presided; Mr. Wilson, at Lima; Mr. Walpole, at Valparaiso. Public competition was invited to the preparation of the best scheme for forwarding the objects in view. Mr. Wheelwright,

wh

who had directed much of his time and attention to this subject, projected this undertaking. He obtained exclusive privileges from the local governments for steaming the west coast of South America for a period of 10 years; and on his coming to this country, he and others connected with him obtained a Royal charter for the company. But during the first five or six years of its operations, which commenced late in 1840, no mail contract could be procured from the British Government, and the company's loss during that period amounted to two-thirds of the paid-up capital. Only two dividends, of 5 per cent. each, have yet been paid to the proprietors, for a period of nine years.

2746. Do you know what the amount of money received for the carriage of letters is?—I believe it is something considerable; nearly as much as we receive from the Admiralty. By the last return it was somewhere between 16,000 *l.* and 17,000 *l.*, but now it must, I presume, have considerably increased.

2747. Is the trade on the increase or decrease?—It is very much on the increase.

2748. Do you at Panama transfer the mails to the agent of the Royal Mail Company?—Her Majesty's British Consul at Panama receives the mails, and forwards them across the Isthmus of Panama.

2749. Mr. W. Brown.] How often do your vessels sail?—Once a month.

2750. Would it not be a great convenience if the communications were more frequent?—The directors have expressed the opinion to Government that semi-monthly communications should be established, and that were the Government to pay the advance requisite for such increase of service, they would not be losers, but gainers by the change. We are afraid that with vessels running only once a month, foreign competition may come in and interfere with us by way of New York; the gain in time is not less than 12 or 14 days; but I understand that the West India Company are endeavouring to shorten the time between Chagres and this country.

2751. Is not there great danger in bringing specie over from the Pacific by land?—Not at all; the two companies have carried it now for about two years, and it is very much on the increase. In the year 1848 it was about two million dollars beyond the year 1847; and the year 1849 will be considerably more beyond 1848.

2752. Chairman.] Do you convey the specie to Panama?—Yes; it is then sent across the Isthmus to the steamers of the Royal Mail Company.

2753. And your mode of transmission is once a month?—Yes; and we expect that if we get the semi-monthly line we shall be able greatly to increase the amount of treasure.

2754. The saving of time in bringing specie in that way more than compensates for any risk there may be?—Yes; and there is also a saving of insurance of a quarter per cent. as compared with carrying it round Cape Horn.

2755. Mr. Cowper.] You say that you are afraid of foreign competition?—Yes; the directors have represented to the Government that we are afraid that if the threatened interference come upon us, the trade will be so much interfered with, that they will be obliged to give much more in proportion for the monthly line than with a semi-monthly line unopposed. It was stated by the previous witness that in our contract with the Admiralty we were unopposed; that is not correct; our contract was not an unopposed one; we had competition for it, and it was only after it was made known to the Government that no other steamers could occupy the station, that they were induced to give us what we thought at the time very short payment, the mileage rate being so far below anything that is given to any other mail company.

2756. Chairman.] You having possession of the ground under the arrangement with the local governments, no other parties could come in?—No.

2757. Mr. Cowper.] Who competed with you?—A Mr. Green, of Liverpool; and the general impression is that his offer lessened the contract money which otherwise we might have been able to obtain.

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A P P E N D I X.

Appendix, No. 1.

PER-CENTAGES charged on Bills for Repairs and Fittings of the "*Blenheim*," &c.

Appendix, No. 1.

In the bills delivered for the repair and fitting of the "*Blenheim*" and "*Hogue*" at Blackwall, by Messrs. Wigram and Messrs. Green, and for the "*Ajax*" by Mr. White, at Cowes, the following per-centages are made on account of profits:—

Fifteen per cent. on the value of all materials used, whether supplied by the contractors or by the Government, or even if only removed from one part of the ship to the other; such value being decided by themselves.

See Questions to Mr. Parkin, Nos. 583, 584, 585, of his Evidence before the Committee.

Fifteen per cent. on the amount of wages paid to the workmen.

(*N.B.*—This charge not made by Mr. White.)

	£.	s.	d.
For the use of the dock - - - -	2	2	- per day
" " warehouse - - - -	-	10	- "
" " tarpaulins for coverings - - - -	-	-	2½ per yard per week.
For the use of such spalls, stages, and other stores as may be required in carrying on the work - - - - -	-	-	a separate charge
For the use of furnaces to heat pitch, tar, &c.	2	10	- per month.

(signed) *G. P. Parkin*

Admiralty, Somerset House, }
24 May 1849. }

Appendix, No. 1.

A RETURN of the under-mentioned GOVERNMENT PACKERS employed upon the *Liverpool* and *Kingstown* Stations.

Tons.	Horse Power.	NAMES.	BUILT.		ORIGINAL COST.	Average Annual Expense of each during Eight Years, between 1st April 1840 and 31st March 1848.					
			When.	Where.		Hull.	Masts and Yards.	Rigging, Sails, and Stores.	Machinery.	Total for Repairs.	Coals.
503	284	Urgent - - - -	-	-	Purchase - 26,000 Fitting - 4,278 30,278	1,083	24	636	1,900	3,643	1,948
Purchased 26 July 1837; pay Messrs. Borrodalle, of Barge Yard, London, for the proprietors of the "Colossus."											
889	312	Medusa - - - -	1838	Pembroke Dock Yard	- - - 33,822	420	32	698	1,539	2,689	2,087
889	312	Merlin - - - -	1838	- - Ditto	- - - 34,285	630	22	797	1,662	3,101	2,131
889	312	Medina - - - -	1840	- - Ditto	- - - 34,680	301	10	713	619	1,643	2,094
(See Questions Nos. 595 and 606.)											
Since the above Packets have been removed from the Liverpool Station they have cost as follows to repair, make good defects and complete them as Packets for the Mediterranean Foreign Station, including additional cabins, and to enable them to carry more coals - - - - -											
(See Question No. 526.)											
To make good defects (without equipment) to lie in ordinary at Portsmouth											
						1,802	115	1,226	1,007	4,150	131
						1,552	216	1,768	1,673	5,209	116
						1,636	10	3,369	3,257	8,272	106
						460	-	-	2,777	-	-

(signed) G. P. Parkin.

Admiralty, Somerset House,
24 May 1840.

Appendix, No. 2.

(A).—DRAFT of CONDITIONS for a CONTRACT, for the conveyance of HER MAJESTY'S
MAILS between *England and Alexandria, &c.*, by STEAM VESSELS. Appendix, No. 2.

I. THE contractors to provide at least two efficient steam vessels of not less than 400 horses power each, in all respects properly equipped and manned, for the conveyance of Her Majesty's mails and despatches between Falmouth and Alexandria by way of Gibraltar and Malta, and also between Gibraltar, Malta, and Alexandria.

II. One of such vessels to leave Falmouth on the 1st day of every calendar month (or on such other day in every calendar month as the Lords Commissioners of the Admiralty may from time to time appoint), and at such hour as the said Lords Commissioners may from time to time direct, and proceed with Her Majesty's mails and despatches direct to Gibraltar, where she shall arrive within 120 hours, or five complete days of the time of her said departure from Falmouth.

III. The said vessel shall remain at Gibraltar six hours and no more, unless specially required to do so by the Admiralty agent (hereinafter mentioned); but in no case is her stay at Gibraltar to exceed 132 hours from the time of her leaving Falmouth: she shall then, after delivering and receiving mails, proceed direct to the island of Malta, where she shall arrive within 116 hours, or 4 days and 20 hours from the time of her leaving Gibraltar, being 242 hours, or 10 days and 2 hours from the time of her leaving Falmouth.

IV. Within 26 hours after her arrival at Malta, that is, within 268 hours or 11 days and 4 hours after her leaving Falmouth, she shall, after delivering and receiving mails, proceed direct to Alexandria, unless specially required by the Admiralty agent to remain longer at Malta, not exceeding however 48 hours: she shall arrive at Alexandria within 96 hours, or 4 complete days, of her departure from Malta, being (exclusive of any unusual delay at Malta) within 304 hours, or 15 days and 4 hours of her departure from Falmouth.

V. The said vessel shall remain at Alexandria, in ordinary cases, 5 complete days (that is till 484 hours, or 20 days and 4 hours after the time of her departure from Falmouth) for the arrival of the East India mails and despatches, unless the said mails and despatches shall have previously arrived; in which case she shall leave Alexandria with the said mails and despatches as soon as the coals can be got on board, and the requisite repairs of the vessel and her machinery can be effected.

If, however, the East India mails and despatches should not have arrived at the expiration of the said five days after the arrival of the said vessel at Alexandria, she is to remain there beyond that period, two days in February, four days in April, June, September, and November, five days in the remaining months of the year, and longer in case a telegraphic communication shall have reached Alexandria, that the mails have been dispatched from Suez across the Desert.

VI. So soon as the East India mails and despatches shall have been received on board, the said vessel shall proceed direct to Malta, at which place she shall arrive within 120 hours, or 5 complete days of the time of her departure from Alexandria.

VII. After remaining 24 hours at Malta, the said vessel shall proceed with Her Majesty's mails and despatches direct to Gibraltar, at which place she shall arrive within 116 hours (or 4 days and 16 hours) from the time of her leaving Malta, being 259 hours (or 10 days and 19 hours) from the time of her departure from Alexandria.

VIII. The stay of the said vessel at Gibraltar on her homeward route shall not exceed 12 hours, and she shall then proceed direct to Falmouth, at which place she shall arrive within 120 hours, or 5 complete days of the time of her departure from Gibraltar, being 391 hours, or 16 days and 7 hours from the time of her departure from Alexandria, and (under ordinary circumstances) 875 hours, or 36 days and 11 hours from the time of her departure from Falmouth.

IX. In case when the public service may require that a vessel conveying the mails as aforesaid between any of the places hereinbefore named, should delay her departure beyond the time stipulated in this contract, the Lords Commissioners of the Admiralty, or their authorized agent, shall be at liberty to order such delay (not exceeding 24 hours) by letter, addressed to the commander of the said vessel, which is to be deemed sufficient authority for such detention.

X. The contractors shall allow to remain on board each of the said vessels, while employed in the performance of this contract, an officer in Her Majesty's Navy, to be appointed by the said Commissioners, and also a servant of the same officer, if required; and such officer shall be recognised as the agent of the said Commissioners, in charge of the said mails and despatches, and as having authority in all cases to require a strict execution of the contract, and to determine every question relative to proceeding to sea or putting into harbour, or to the necessity of stopping to assist any vessel in distress, or to save human life; and the decision of such officer shall in every such case be binding on the contractors, unless the said Commissioners, on appeal from them, think proper to decide otherwise.

Appendix, No. 2.

XI. A suitable cabin, with bed, bedding, and furniture shall be provided by the contractors, for the exclusive use of the said naval officer, and also a proper place of deposit, under lock and key, for the said mails and despatches; and the said officer shall be victualled as a chief-cabin passenger, without any charge being made either for his passage or victualling; and should such naval officer require a servant, such servant shall also be provided with a proper berth and be victualled without any charge being made for the same.

XII. Her Majesty's mails and despatches and all letter-bags, authorized by the said Admiralty agent, shall be delivered and received at each of the places named in these conditions; and the said Admiralty agent shall, whenever by him deemed practicable, be conveyed on shore and back to the vessel, with the said mails and despatches, in a suitable boat of not less than four oars, to be provided and properly manned and equipped by the contractors; and the directions of the said Admiralty agent shall in all cases be obeyed as to the mode of receipt and delivery of the said mails and despatches.

XIII. The contractors shall not receive or permit to be received on board their said vessels employed under this contract, any letters for conveyance other than those contained in the mails. The Admiralty agent shall have authority to report any default in this respect; and the contractors shall, in such case, be liable to be proceeded against by the Lords Commissioners of the Admiralty for a breach of the conditions under this contract.

XIV. If any vessel employed under this contract, having the said mails and despatches on board, shall linger or deviate from the direct course of her voyage (except to save human life or to assist any vessel in distress), or shall delay starting contrary to the contract, or shall put back into port after starting, without the sanction of the Admiralty agent, in every such case the contractors shall pay unto Her Majesty 200*l.*

XV. The vessels employed under this contract shall in the first instance, and from time to time as the Lords Commissioners of the Admiralty may think proper to direct, be surveyed by such person or persons as the said Lords Commissioners may appoint; and the said Admiralty agent shall have power, whenever he may deem it requisite, to examine the said vessels, and the hulls, machinery, equipments, and crews thereof, in such manner and with the assistance of such persons as he may consider necessary, giving notice in writing to the commander of such vessel of his intention. And if any defect or deficiency be ascertained, and notice thereof in writing be given to the commander of the vessel in which such defect or deficiency may be found, and the said commander shall not as soon as possible remedy the same, the contractors shall pay to Her Majesty 200*l.*; but such payment shall not discharge them from remedying such defect.

XVI. The said Lords Commissioners shall be allowed to make a survey, by any other of their officers, of the said vessels and their engines and equipments, the said vessel to be opened in her hull whenever the said officers may require; and if such officers shall declare the same unseaworthy, or not adapted to the service, such defective vessel shall be deemed inefficient for the service, and shall not be employed again in the service until the defect be made good to the satisfaction of the said Commissioners; and if previously employed, the contractors shall be liable to pay to Her Majesty the same sum or sums as if they had neglected to dispatch a vessel according to the contract.

XVII. The contractors and the officers in command of the said vessels shall, during the contract, punctually attend to the orders of the said Lords Commissioners, or any of their authorized officers or agents, as to the landing, delivering, and receiving the said mails and despatches.

XVIII. The contractors shall, on a written application from the said Lords Commissioners of the Admiralty, or their authorized agents, (such writing to specify the rank or description of the persons to be conveyed, and the accommodation to be provided,) convey, provide for, and victual on board each of the said vessels, in addition to the naval officer named in Condition X, any number of naval officers, not exceeding four, and any number of civil officers in the service of Her Majesty, not exceeding two, as chief-cabin passengers, and any number, not exceeding four, as fore-cabin passengers, and any number of seamen or marines in Her Majesty's service, not exceeding eight, as deck passengers, between any of the places named in these conditions.

XIX. The said contractors shall, on application from the said Lords Commissioners of the Admiralty, or their authorized agents, convey, provide for, and victual, annually on board the said vessels, in addition to the passengers hereinbefore named, if required, any number of military officers and soldiers, with their wives and children, as undermentioned; viz.

To and from Malta.

40 officers, their wives and children; 150 men, their wives and children.

To and from Corfu.

30 officers, their wives and children; 200 men, their wives and children.

Not exceeding 8 officers and 40 men in each vessel.

Baggage:						
Field officers	-	-	-	-	-	18 cwt. each.
Captains	-	-	-	-	-	12 ditto.
Subalterns	-	-	-	-	-	8 ditto.

In

In addition to the above, to be conveyed annually, if required:—

Appendix, No. 2.

ARTILLERY AND ENGINEERS.

To and from Gibraltar.

For that place	-	-	-	-	-	-	-	8 officers.
From ditto	-	-	-	-	-	-	-	9 officers.
From ditto	-	-	-	-	-	-	-	15 invalids.

To and from Malta.

For that place	-	-	-	-	-	-	-	7 officers.
From ditto	-	-	-	-	-	-	-	5 officers.
From ditto	-	-	-	-	-	-	-	6 invalids.

To and from Corfu.

For that place	-	-	-	-	-	-	-	6 officers.
From ditto	-	-	-	-	-	-	-	6 officers.
From ditto	-	-	-	-	-	-	-	4 invalids.

Not exceeding in each vessel one-fourth of the total annual number above mentioned, together with the wives and families of the said officers, including two servants for each officer.

Baggage.

					ARTILLERY.	ENGINEERS.
					<i>cubic feet.</i>	<i>cwt. cubic ft.</i>
Field officers	-	-	-	each	48	27 - or - 81
Captains	-	-	-	each	32	18 - or - 54
Subalterns	-	-	-	each	24	12 - or - 27

Soldiers' Baggage,—Soldiers and women, each - - 6 cubic feet.

And married officers, when accompanied by their families, to be allowed, in addition, half the above measurement, according to their rank.

Between England and Gibraltar, and between Gibraltar and Malta and Corfu respectively, annually, if required, a company of the Royal Artillery, consisting of 4 officers, 76 non-commissioned officers and men, 5 women and 10 children; one-half of which number shall be conveyed, if required, in any one vessel.

The commissioned officers, with their wives and children, to be considered as chief-cabin passengers; the non-commissioned officers, with their wives and children, as fore-cabin passengers; and the privates, with their wives and children, as deck passengers.

Adequate protection and shelter under cover from rain, sun, and bad weather to be provided in every case for deck passengers.

The tenders to specify distinctly the rate of passage-money to be paid for the conveyance of the said passengers of each class respectively, between all the places named in these conditions.

XX. The said contractors shall when required by the said Lords Commissioners of the Admiralty, or their authorized agents, take in each of the said vessels any number of small packages containing astronomical instruments, charts, wearing apparel, or other articles, and convey the same to or from any of the places named in these conditions, when and as directed by the said Lords Commissioners or their authorized agents, free from all costs and charges; and also shall receive on board each of the said vessels for conveyance when and as required, any naval or other stores not exceeding 10 tons in weight at any one time, at the usual rate of freight charged to the public for the freight of private goods, on receiving from the said Commissioners or their Secretary, or otherwise authorized agent, two days' notice of the intention of sending such stores.

The contractors shall in all cases be strictly responsible for the due custody and safe delivery of the said parcels and stores.

XXI. If at any time during the continuance of this contract the Lords Commissioners of the Admiralty should deem it requisite to alter the particular days and hours of departure at first agreed upon of the said vessels from any of the places hereinbefore named, they shall be at liberty so to do on giving three months' notice in writing of that intention.

XXII. The tenders to state the day on which the vessels will be ready to be surveyed, and also the day on which a vessel will be prepared to leave Falmouth in performance of this contract.

XXIII. The contract to be in force for five years, and thenceforward until one year's notice in writing be given by either party. But the Lords Commissioners of the Admiralty to have power to terminate it, on giving a previous notice of six calendar months, at the end

Appendix, No. 2, of the 1st, 2d, 3d, or 4th year of the term, on paying a fine to be named in each case by every person tendering.

XXIV. The contracting parties shall be bound to make from time to time such alterations and improvements in the several vessels to be employed in this service, and in their machinery, as the improved state of science may suggest, and as the said Lords Commissioners of the Admiralty may direct.

XXV. The vessels to be employed under this contract shall be of such a degree of strength, and their equipments so arranged, as to admit of their carrying and firing at least four guns in each such vessel, of the largest calibre now employed on board any of Her Majesty's steam vessels of war.

XXVI. The said Lords Commissioners of the Admiralty shall be at liberty, at any time during the continuance of this contract, to hire and employ in the service of Her Majesty's Government any of the said steam vessels at £. per ton per month; the mail service being in the meantime performed by Her Majesty's vessels, or by other vessels of the contractors if they can provide them.

XXVII. Penalties: For not leaving Falmouth, Gibraltar, Malta, or Alexandria, on the day and at the hour appointed, 500*l.* for every delay of 12 hours.

XXVIII. Security to the amount of 8,000 *l.* to be given by the contracting parties for the due performance of the contract.

ADDITIONAL MEMORANDUM.

Separate tenders to be transmitted for the conveyance of Her Majesty's mails and despatches, in steam vessels of not less than 140 horses power, between Malta and Corfu twice in each calendar month, on such days and at such hours as the Lords Commissioners of the Admiralty may from time to time direct.

The passage between these islands not to exceed 48 hours, and the contract to be performed under conditions similar in other respects to those already recited.

Tenders to be likewise transmitted for the joint performance of the two services hereinbefore described.

It is to be distinctly understood that the contracting parties shall undertake for themselves all arrangements relative to quarantine, as connected with the due and regular performance of the conditions of either of these contracts.

(B.)

REPORT by Captain *Ellice* and *W. H. Bond*, on the Peninsular and Oriental Steam Packet Company.

Sir,

Admiralty, 17 June 1848.

IN obedience to their Lordships' instructions of the 30th ultimo, I have inquired into the matters therein mentioned respecting the Peninsular and Oriental Contract Steam Packet Company, having called to my assistance, for this purpose, Mr. W. H. Bond, purser of Her Majesty's Navy; and I have now the honour of enclosing the Report thereon for their Lordships' information.

H. G. Ward, Esq.,
&c. &c. &c.

(signed) *A. Ellice.*

THIS Report being founded on certain documents which were confidentially placed in my hands, I consider that this Report should be confidential also.

(signed) *A. E.*

Admiralty, 16 June 1848.

IN compliance with the instructions of the Lords Commissioners of the Admiralty, contained in their minute of the 30th ultimo, "To ascertain whether the profit of the voyages between Southampton, Malta, and Alexandria, have been such as would provide a dividend of 10 per cent. per annum on the capital, after the ordinary deductions of wear and tear and sea risk of vessels,—if the directors had not thought fit to invest a portion of their profits in the extension of the stock, by the purchase of additional vessels:"

"Also to endeavour to institute a comparison between the expenses of carrying on the mail services by the company, and those which are incurred by Her Majesty's naval service in similar duties:"—Application was made to the directors of the Peninsular and Oriental Company to furnish a copy of the balance-sheet for the last half year, ending the 1st March 1848,

1846, together with such other documents as would serve to explain the various items contained in it. These being furnished, the readiest access was afforded to the ledger and other books of the company, for their verification.

As these accounts are kept so as to include all the operations of the company, without distinguishing the profits on the different branches, it became necessary, in order to carry out the spirit of their Lordships' instructions, to inquire into the state of the company's affairs generally; and to conduct this inquiry in such a way as to arrive at a satisfactory conclusion on the following points:—

1. Whether the postal duties performed by the Peninsular and Oriental Steam Company are proportionate to the amount paid for those duties.
2. Whether such duties can, with advantage, be transferred from the contract steam vessels to those of Her Majesty's Navy.
3. The propriety of throwing these duties open to public competition.
4. The expediency of accepting the Peninsular and Oriental Company's proposal for a modification of the terms of the contract.

Upon these important points the most careful and mature consideration has been bestowed; all the documents have been closely examined and compared with the books of the company, and the following are the results which are submitted for their Lordships' information:—

First. That the amount paid to the Peninsular and Oriental Company for the duties it has performed has not hitherto been more than it was justly entitled to receive, on the principle that the shareholders are entitled to a fair commercial profit on the capital invested in the undertaking, and admitting that the affairs of the company have been managed, as they appear to have been, with economy and efficiency. The dividend hitherto made has never reached the amount of 10 per cent. per annum, and the additions made to their shipping and other capital are from reserves to meet contingencies. The principles on which these reserves have been laid aside, instead of being divided as profits, will be hereafter explained in this report.

Second. That the present inadequate means of ascertaining the expense of Her Majesty's steam vessels, especially in the Indian and China seas, renders it difficult to determine the comparative pecuniary results which would follow the transfer of the duties. Considering, however, the difficulty of adapting Her Majesty's vessels to commercial purposes, accommodation of passengers and freight of merchandise, and the superior convenience and advantages of mercantile companies in these respects, the success or expediency of such a change is exceedingly doubtful, except on a necessity, arising from exorbitant demands for carrying the mails by contract.

Third. Considering that the postal duties have been well and satisfactorily performed; that the company has never been fined for any breach of contract; that it has never asked for any increase of remuneration, or decrease of the duties to be performed, as has been the case in other instances of contract with companies; considering, also, the energetic manner in which this company has persevered in extending steam communication through new and untried channels, and that it has formed extensive establishments on the faith of the continued support of the Government, and that it still contemplates an extension of its communications with the furthest southern and eastern point of the British possessions; establishing for these purposes a steam navy of considerable magnitude, at the command of the public, on any emergency,—it appears to be entitled to as much consideration as is compatible with an economical administration of the duties of the Post-office.

Fourth. That for reasons hereafter suggested, the contract may now with great propriety be brought under conditions more favourable to the Government; and that this may be done either by a fixed reduction for a permanent term, or on a scale varying with the profits of the company.

In either case it will appear essential that any new arrangement to be made should rather be of a permanent than of a temporary character, both to ensure confidence to the company in the conduct and extension of their concerns, and efficiency in the discharge of the service entrusted to them.

The reasons for adopting these results, which are submitted with great deference to their Lordships' consideration, are founded upon facts contained in the following statement:

First: As regards the duties performed, and payments made.

The annexed table, No. 1, shows the routes, distances, and amounts of the existing contracts. Of these, the third route has been recently transferred to Government vessels. From this return it appears that hitherto the company has been paid the sum of 224,525 *l.*, which however has been reduced by this transfer to 200,000 *l.*

For the performance of these duties, and the other business of the company, the establishment of vessels detailed in the annexed table, No. 2, is in efficient operation, with the exception of the "Ariel," recently stranded in the vicinity of Leghorn.

The original project fixed the capital at 1,000,000 *l.*, but the amount paid up was, and remains, at the sum of 973,378 *l.* 16 *s.* 8 *d.* In addition to this capital, reserved amounts have been credited, arising from undivided profits, under the heads of "Repair" "Insurance," and "Depreciation" funds, amounting to 300,424 *l.* 19 *s.* 2 *d.*, as will be seen by the annexed statement, No. 3.

The balance-sheet of the company, No. 4, shows the last half-yearly expenditure to amount to 238,404 *l.* 19 *s.*; and the receipts, including the amount paid by the Government for the conveyance of mails, 301,034 *l.* 10 *s.* 2 *d.*

Some idea of the extent of this establishment may be formed from the following items of expenditure:—

Appendix, No. 2.

For the half-year ending the 31st March last, the company disbursed for the shipping department alone—

	£.	s.	d.
Coal - - - - -	93,568	2	4
Oil and tallow - - - - -	2,687	14	-
Victualling seamen - - - - -	16,501	14	6
Wages to seamen - - - - -	29,383	6	-
Incidental expenses - - - - -	8,114	1	11
Chartering hired vessels - - - - -	6,326	12	-
£.	158,681	10	9

The receipts under the following heads, for the same periods, amounted to—

	£.	s.	d.
Passage money, after deducting the charge for maintenance - - - - -	110,508	4	6
Stewards' fees - - - - -	1,677	16	8
Freight and parcels - - - - -	72,694	9	9
Conveyance of mails - - - - -	112,262	10	-
£.	297,343	-	11

The company has not thought it prudent to pay a larger dividend than 8 per cent. per annum to the shareholders.

In addition to the dividend, the before-mentioned reserved funds have accrued from the annual profits, viz.:

	£.
Depreciation - - - - -	175,183
Insurance - - - - -	137,162
Repairing - - - - -	74,079
£.	386,424

Beyond 2½ per cent. on the freight and passage money, paid to the directors under the head of management; and 5 per cent. on the profit balance on closing the account, paid on the same account.

These charges of 2½ per cent. on the freight and passage money, and 5 per cent. on the balance, include, beyond all other expenses of management, allowance to the managing directors, for conducting the affairs of the company, to the net amount of from 16,000*l.* to 16,000*l.* per annum.

This remuneration is paid to them under the deed of settlement, and has probably secured to the shareholders an efficiency and economy in the general arrangements which have contributed greatly to the success of the concern; at the same time it may be doubted whether in estimating the profits of the company, the amount paid to the directors may not be considered (beyond the usual compensation for such services) as part of the general profits, rather than as a charge on management.

The principles on which the reserved funds have been laid aside appear fair and reasonable.

The insurance is at a rate of five per cent. on the first cost of the vessels employed, after deducting the amount already carried to depreciation account; out of which amount the premiums for insurance at Lloyd's are paid on such insurances as are effected there, the balance being added to the insurance fund. The portion of the insurance actually effected is at rather a higher rate than the five per cent. It would not be fair, therefore, to include any portion of this reserved fund in an estimate of the company's profits as shipowners or mail contractors. It belongs fairly to them in their character of insurers, as, if they had insured the full value of their property, it would have been paid to underwriters.

The depreciation fund is calculated at a rate of five per cent. per annum on the first cost of the vessels, after deducting the amount previously carried to the same account.

The repair fund is at the rate of 10 per cent. per annum, calculated on the same amount as the preceding; and it will be seen that the sum thus reserved for the last six months was 37,633*l.* 13*s.* 3*d.*, which did not provide for the actual expenditure of 39,630*l.* 6*s.* 3*d.*

So far, therefore, as the affairs of the company have hitherto proceeded, the amount paid to them under the contract would not appear to have exceeded a reasonable remuneration for the services performed, on the principles before stated.

Second: The comparative advantages which might result from the employment of Her Majesty's vessels, instead of contract vessels, for the performance of those duties, appears to be a question of somewhat difficult solution.

The present mode of keeping the accounts of the navy, and the commixture of expenditure for the steam and other departments in the dockyards and public offices, must render it exceedingly difficult to ascertain the cost of any separate branch of service.

Supposing, however, that the financial comparison could be made, yet there are many other important elements in the consideration of the subject.

For

For the rapid and secure performance of the public mail duty, no branch of the mercantile marine is so well prepared as Her Majesty's naval department. But by the employment of Her Majesty's vessels, light merchandize could not be conveyed; the habits and comforts of the passengers could never be so well provided for as by persons paid for such duties; and as regards the troublesome details of carrying passengers, freight, and merchandize, the war steamer must be less adapted than the merchant vessel.

It must be recollected, also, that a sufficient number of vessels must be fitted up, equipped, provisioned, stored, and specially and exclusively adapted to and employed upon this service; and that fresh arrangements, depôts, and agencies along the lines of route would be required; the preparation for such services would therefore be necessarily attended with an expense which years of any probable saving could scarcely defray.

Third: The question then arises whether, in the continued employment of the Peninsular and Oriental Steam Company's vessels, considering the actual condition and the established profits and credit of the company, owing in some measure to the existing contract, some modification of the terms, for the advantage of the public, may not be fairly expected.

With a view to the consideration of this question, the following facts are submitted.

The general transactions of the last half year, the best period for judging clearly the present operation of the company, furnish the following points:

The gross profits, after deducting $2\frac{1}{2}$ per cent. for management, and five	£.	s.	d.
per cent. for repairs, and $2\frac{1}{2}$ per cent. for insurance, amount to	-	-	62,620 11 2
From which is deducted $2\frac{1}{2}$ per cent. for depreciation	-	-	16,915 - -

Leaving, beyond the amount deducted for directors	-	-	-	£.	45,714 11 2
---	---	---	---	----	-------------

The dividend to the shareholders, at the rate of 4 per cent. for six months, or 8 per cent. per annum, on the original capital of 973,378 *l.*, amounted to 38,933 *l.*, leaving a surplus balance of about 6,781 *l.*, to be carried to the next account.

If even the amount paid to the directors from the $2\frac{1}{2}$ per cent. (deducted for charges of management, being for a half year, 8,246 *l.* 10 *s.* 9 *d.*), were added to the surplus balance of 6,781 *l.*, and a dividend paid to the proprietors at the rate of 10 per cent., the scale suggested by their Lordships, a residue would only be left of about 5,296 *l.*; from which residue the expenses of management, and ordinary salaries for managing directors, would have to be defrayed.

Their Lordships will thus have before them the means of considering what modification of the terms of the contract the present and prospective state of the profits of the company would appear to justify; or whether it would be expedient to adopt such modification to the varying profits of the company in the terms proposed by it; viz, that when the financial position of the company, with respect to such mail services, shall be such as, after making the customary allowances for the repairs, &c., a maximum dividend of 10 per cent. can be realized to the shareholders, any surplus over and above such maximum dividend shall be placed to the credit of the Government.

(signed) A. Ellice.
Wm. H. Bond.

APPENDIX.

No. 1.—MEMORANDUM of CONTRACTS with Government for the Conveyance of Her Majesty's Mails by the Peninsular and Oriental Steam Navigation Company.

STATION.	Distance per Voyage.	Annual Distance.	Annual Sum.	Per Mile.
1. Southampton to Vigo, Oporto, Lisbon, Cadiz, and Gibraltar; three times a month, say on the 7th, 17th, and 27th.	2,400	86,400	£. 20,500	$4/8\frac{3}{4}$ nearly $4/9$
2. Southampton to Malta and Alexandria, once a month, on the 20th.	6,084	73,008	28,500	$7/9\frac{1}{2}$ nearly $\frac{3}{2}$
3. Southampton to Malta and Alexandria (bi-monthly) on the 3d.	6,084	73,008	15,325	$4/3$
4. Calcutta to Madras, Point de Galle, Aden and Suez, and Point de Galle to Penang, Singapore, and Hong Kong, once a month.	13,590	187,080	160,000	$17/1\frac{1}{2}$
		419,496	224,325	$10/8\frac{1}{2}$ nearly $\frac{1}{2}$

London, 8 June 1848.

No. 2.—LIST of the STEAM SHIPS belonging to the PENINSULAR AND ORIENTAL STEAM NAVIGATION COMPANY.—10 June 1848.

No.	NAME of the VESSEL.	REGISTER TONNAGE.			Horse Power.	Cwt.	CREW.						Total Crew.	When commenced Running.	STATION.	REMARKS.
		Ship.	Engine Room.	Oil Measure-ment.			Captain.	Mates, Surgeons, Clerks, and Stewards.	Engineers, Firemen, &c.	Servants.	Freemen.	Seamen.				
1	Hentuck	New Measurement.	941 ½	1,022 ½	1,702 ½	520	1	7	21	5	4	23	39	21 August 1843	Calcutta and Suez.	Purchased abroad.
2	Precursor	-	1,133 ½	684	1,133 ½	400	1	7	25	5	9	28	50	10 Sept. - 1844	-	-
3	Haddington	-	1,106 ½	480 ½	1,302 ½	410	1	7	37	5	9	28	60	4 Dec. - 1846	-	-
4	Oriental	-	1,103 ½	684	1,303 ½	420	1	5	7	3	8	31	30	2 Sept. - 1840	-	-
5	India	-	801 ½	369 ½	753 ½	350	1	1	-	-	-	-	1	-	-	- Reserve ship, purchased in India.
6	Achilles	-	586 ½	405 ½	853 ½	420	1	5	6	4	12	23	-	-	Bombay and China	-
7	Pontinger	-	934 ½	407	1,223	450	1	6	11	4	6	17	30	20 Sept. - 1846	-	-
8	Pekin	-	759 ½	400	1,000	460	1	6	10	5	7	14	45	28 January 1847	-	-
9	Lady M. Wood	-	390 ½	256 ½	503 ½	200	1	5	4	4	3	9	8	1 February 1842	-	-
10	Brigance	-	570	284	707 ½	264	1	5	9	4	3	5	4	Sept. - 1846	-	-
11	Canton	-	314 ½	170	387 ½	-	1	2	3	2	6	12	-	not comd running	Hong Kong & Canton.	-
12	Hindustan	-	974 ½	1,046 ½	1,552 ½	520	1	7	28	4	24	37	-	20 Sept. - 1842	-	-
13	Indus	-	927 ½	458 ½	1,231 ½	450	1	7	28	4	24	37	-	20 June - 1847	-	-
14	Ripon	-	1,107 ½	458	1,204 ½	450	1	7	31	4	23	35	-	30 Nov. - 1846	-	-
15	Ariel	-	443 ½	265	821 ½	300	1	5	13	3	12	19	-	20 Sept. - 1846	-	-
16	Erin	-	835 ½	265	610	280	1	5	12	3	13	8	-	3 Sept. - 1846	-	-
17	Examine	-	720 ½	433 ½	1,030 ½	400	1	6	15	4	16	22	-	3 January 1848	-	-
18	Sultan	-	990 ½	301 ½	900 ½	400	1	6	15	4	16	22	-	3 August 1847	-	-
19	Tagus	-	497	285	709 ½	286	1	5	14	3	12	17	-	10 Nov. - 1840	-	-
20	Pacha	-	302 ½	245 ½	517 ½	210	1	3	13	3	8	16	-	13 May - 1843	-	-
21	Iberia	-	301 ½	213 ½	520	190	1	3	12	3	9	13	-	19 Sept. - 1840	-	-
22	Jupiter	-	288	255	437 ½	210	1	3	11	2	9	13	-	-	-	-
23	Montrose	-	315 ½	322	596	200	1	3	10	2	10	14	-	5 Sept. - 1840	-	-
24	Madrid	-	315 ½	163 ½	416 ½	140	1	2	11	2	9	13	-	17 Nov. - 1845	-	-
25	Malta	-	776 ½	410 ½	1,225	450	-	-	-	-	-	-	-	-	-	-
26	Bombay	-	-	-	1,209 ½	400	-	-	-	-	-	-	-	-	-	-
27	Ganges	-	-	-	1,209 ½	400	-	-	-	-	-	-	-	-	-	-
28	Vesta	-	-	-	505 ½	370	-	-	-	-	-	-	-	-	-	-
Total													1,920			

The vessels marked * are built of iron.

SELECT COMMITTEE ON CONTRACT PACKET SERVICE.

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No. 3.—STATEMENT of the DEBTS, ASSETS, and EFFECTS of the PENINSULAR and ORIENTAL STEAM NAVIGATION COMPANY, 31 March 1848.

	£.	s.	d.		£.	s.	d.		£.	s.	d.
General coal account	-	-	-	Bills payable	-	-	-	121,475	10	0	
Ditto - purser's - ditto, stores aboard	-	-	-	Dividend, 8th to 13th, half year	-	-	-	2,197	0	2	
Ditto - ditto - ditto, ditto ashore	-	-	-	Ditto - 14th - ditto	-	-	-	2,426	6	4	
Ditto - material - ditto, ship's stores	-	-	-	London and South Western Railway Company	-	-	-	3,732	12	1	
				Southampton Dock - ditto	-	-	-	1,944	7	-	
											131,760 11 1
Ships, &c. at work				Suspense account	-	-	-	384	19	3	
Ditto - stock	-	-	-	R. Franck, stamp account	-	-	-	0	-	-	
				S. R. Englehue - ditto	-	-	-	13	-	-	
Ditto - building	-	-	-	Oil and tallow - ditto	-	-	-	199	2	11	
Advanced on account of repairs	-	-	-	Patent Fuel Company	-	-	-	76	19	-	
				Burton & Co.	-	-	-	1,615	10	-	
				Lord & Co.	-	-	-	911	18	7	
				Transfer fees	-	-	-	33	15	-	
Less received from the Portuguese government, on account of the "Royal Tar"	-	-	-	"Bredabane," for the Pachia of Egypt	-	-	-	896	6	5	
				W. Longridge	-	-	-	14	2	8	
											3,301 12 10
Debts due by agents	-	-	-	Capital	-	-	-	304,600	-	-	
Less due to agents	-	-	-	Additional amount called up	-	-	-	608,778	10	8	
											973,378 10 8
Cash, bills, &c.	-	-	-	Repairs account	-	-	-	£. 76,075	17	0	
Insurance fund invested in Government securities	-	-	-	Addition made this half year	-	-	-	37,633	13	3	
Freehold property, King's Arms	-	-	-								
Peninsular and Oriental Steam Navigation Company's shares	-	-	-	113,799	10	9					
Outstanding freights	-	-	-	39,630	6	3					
O. C. Edmond	-	-	-								74,079 4 0
				Insurance account	-	-	-	£. 123,659	9	4	
General stock account; barges, hulks, &c.	-	-	-	Addition made this half year	-	-	-	16,683	4	9	
Purser's cash account	-	-	-								
Mazagon Dock, working expenses	-	-	-	139,322	14	1					
Petty cash	-	-	-	2,160	7	3					
Bills receivable in suspense	-	-	-								137,103 0 10
Pachia voyage to Havre	-	-	-	Depreciation account	-	-	-	158,268	7	10	
Colombo agency	-	-	-	Addition made this half year	-	-	-	16,915	-	-	
New iron steam ships	-	-	-								
Transit for the Pachia of Egypt	-	-	-	Profit and Loss:							
Dadabhojee Rustonjee	-	-	-	Balance of this account remaining from last year	-	-	-	-	-	-	
				Ditto - from the half year now concluded	-	-	-	-	-	-	
											386,424 19 2
											1,484 10 5
											45,714 11 2
											1,542,071 10 4

(signed) C. W. Horrell, Secretary.

(True copy.)

No. 4.—DISBURSEMENTS and RECEIPTS of the PENINSULAR and ORIENTAL

DISBURSEMENTS.

(Six Months, from 1 October 1847 to 31 March 1848).

	£.	s.	d.	£.	s.	d.
TO 53,789 tons of coals (cost) - - - - -	93,508	2	4			
Oil and tallow - - - - -	3,687	14	-			
Victualling crews - - - - -	16,501	14	6			
Charter money for hire of vessels to supply the place of "Royal Tar," (sold), and "Tiber," (lost) - - - - -	6,326	12	-			
Wages to commanders, officers, and crews - - - - -	29,383	6	-			
Fees to commanders of the company's ships - - - - -	445	16	3			
Port charges, sea stores, and other incidental expenses in the ships - - - - -	8,114	1	11			
Directors' attendances - - - - -	918	15	-			
London office; expenses, salaries, &c. - - - - -	976	18	8			
Southampton - ditto - ditto - - - - -	1,341	-	11			
Malta - - - ditto - ditto - - - - -	461	1	4			
Constantinople agency - - - - -	1,508	18	6			
Calcutta - ditto (exclusive of repairs to ships) - - - - -	3,323	19	-			
Bombay - ditto - (ditto - ditto) - - - - -	1,382	7	8			
Hong Kong - ditto - - - - -	835	1	7			
Lisbon - ditto (for two years) - - - - -	1,206	19	3			
21 minor agencies at sundry foreign stations - - - - -	2,237	-	4			
London agency, 2½ per cent. commission on freight and passage money, comprehending rent of offices, taxes, stationery, account books, office expenses, postages (not foreign), custom house business, and clerks' salaries, for the business of the management, &c., &c., pursuant to the deed of settlement - - - - -	8,246	10	9			
Advertisements during the half year - - - - -	1,121	3	11			
Floating light (Suez) expenses, ditto - - - - -	71	15	5			
Condemned pursers' stores - - - - -	271	13	1			
Income tax for six months - - - - -	811	3	1			
Damages (and goods stolen on China line, 463 <i>l.</i> 10 <i>s.</i> 10 <i>d.</i>) - - - - -	578	1	2			
Law charges - - - - -	325	16	5			
Auditors' fees (for two years) - - - - -	42	-	-			
Captain Guthrie's pay (nautical examiner) - - - - -	120	-	-			
Stationery and printing for foreign agencies, &c. - - - - -	323	10	1			
Donations; viz.—Mrs. M'Leod - - - - - £. 305 - -						
Lieutenant Waghorn - - - - - 300 - -						
Captain Bingham - - - - - 100 - -						
Sundries - - - - - 39 - -						
	744	-	-			
Subscriptions (see particulars at foot *) - - - - -	103	16	8			
Gratuities to officers - - - - -	105	-	-			
Telegraph charges - - - - -	35	19	-			
Foreign postages, travelling expenses, charts, newspapers, and petty expenses - - - - -	908	-	2			
Repair account for the half year - - - - -	37,633	13	3			
Insurance (on vessels at work), ditto - - - - -	15,083	4	9			
Balance carried down - - - - -				238,404	10	-
				62,629	11	2
	£.			301,034	10	2
TO depreciation for the half-year - - - - -				16,915	-	-
Dividend - - ditto - about - - - - -				40,000	-	-
Balance carried down - - - - -				5,714	11	2
	£.			62,629	11	2
* Subscriptions referred to above :						
Steam association - - - - -	£.	s.	d.	133	6	8
Infirmary at Southampton - - - - -				10	10	-
Rent of Children's School at Southampton - - - - -				20	-	-
	£.			163	16	8

STEAM NAVIGATION COMPANY.—Fifteenth Half Year, ending 31 March 1848.

R E C E I P T S.

(Six Months, from 1 October 1847 to 31 March 1848).

	£.	s.	d.	£.	s.	d.
BY passage money received during the half-year - - - - -	151,757	4	8			
Less, Transit through Egypt - - - £. 14,767 6 6						
Virtualling passengers - - - 26,481 13 8				41,249	-	2
					110,508	4 6
Freights and parcels received during the half-year - - - - -	77,764	3	3			
Less, Cattle, head money - - - - - £. 10 1 -						
Proportion of carriage on Constantinople car-						
goes - - - - - 2,057 14 3						
Cartage and lighterage - - - - - 399 2 2						
Carriage of goods, Southampton (railway						
expenses) - - - - - 2,396 16 1				4,869	13	0
					72,894	9 9
Mail contracts during the half-year - - - - -					112,262	40 -
Stewards' fees, ditto - ditto - - - - -					1,077	16 8
Interest - - - - -	1,059	15	11			
Ditto (dividend on company's shares invested) - - - - -	2,229	3	4		3,288	19 3
Profit on Exchequer bills, for gain on sale of 20,000 l. invested - - - - -					402	10 -
				£.	301,034	10 2
BY Balance brought down - - - - -				£.	62,629	11 2
31 March 1848 :						
BY Balance brought down - - - - -				£.	5,714	11 2

(signed) *John Pirie.* *Ar. Anderson.*
Fras. Carleton. *B. M. Willcox.*

(True copy.)

(signed) *C. W. Howell*, Secretary.

Appendix, No. 2.

COPY of a MEMORANDUM made by Mr. Couper on the Contract for the *Calcutta Mails*, after the receipt of the Report of Investigation by Captain *Ellice* and Mr. *Bond*, and sent to Lord *Auckland*.

THE Contract for the *Calcutta mails*, from *Southampton* to *Alexandria*, expires on the 8th January 1849. Two offers have been made for its renewal, one by the *Peninsular and Oriental Company*, for 27,500 *l.* the first year, and for sums diminishing by 500 *l.* a year for every subsequent year that the contract may remain in force. A new company, the *India and Australia*, offer to do the same service for 25,650 *l.*; the sum now paid is 28,500 *l.*

The *Peninsular and Oriental Company* accompanied their tender by an offer to pay over to the Government any earnings or profits they might receive beyond a maximum dividend of 10 per cent. to the shareholders, after the customary allowances have been deducted for repairs, wear and tear, and sea risk of the vessels and property; and as a security, they offered to submit from time to time, the accounts of all their transactions connected with the mail service, to the inspection of such competent persons as the Government may appoint.

Captain *Ellice* and Mr. *Bond* were then requested to examine the accounts of this company before any decision was come to upon the tenders; and having had every facility afforded them, have made the accompanying report. From this it appears that the profits made upon the capital of the company, about equal 10 per cent. as a total sum; but that after reserves for depreciation, repairs and insurance, and expenses of management, there has remained hitherto not more than 8 per cent. for the shareholders. The question of how much of the earnings ought to be kept in reserve to meet depreciation, is so discretionary that I have no expectation that any company would ever admit that there was a surplus profit to be handed over to Government; and this report confirms my impression, that we ought not to make such an arrangement a part of the contract.

But I think both the tenders too high, and that we ought to decline them both; and this we can do without irregularity, for they are not tenders called for absolutely, but only tenders "to treat."

If this be done, we should then make an offer on our part; and as the *Peninsular and Oriental Company* have performed their contract perfectly, and furnish every guarantee that can be desired for the regular execution of a future contract, I consider that we ought to make our offer to them only; and if they should refuse it, we might repeat it to the *India and Australia Company*.

The mileage we pay them at present is estimated by the hydrographer at 8 *s.* 0 $\frac{1}{4}$ *d.* a mile, and by the company at 7 *s.* 9 $\frac{1}{4}$ *d.* a mile (he measures the distance of the voyage out and back at 5,920 nautical miles, they at 6,084); but we pay the same company about 4 *s.* 6 *d.* a mile for the line to *Lisbon* and *Gibraltar*, and I think we are justified in offering the same payment for the *Alexandria* line. But in that case we must not tie them down as to size of vessels, for the lowness of the remuneration on the former line is explained by the contract not requiring the vessels to be more than 140-horse power.

To this department the size of the vessels is a matter of indifference, we care only that it be sufficient to secure speed; and we should stipulate only for a certain rate of speed.

If my proposition be adopted we should immediately signify to the parties that their tenders are not accepted, and make a communication to the Treasury.

I omitted to mention that by directions from the Treasury, we fixed the duration of the contract for which we demanded tenders, at three years; and also, that a reason for offering 4 *s.* 6 *d.* a mile may be found in the agreement made in May 1845, by this same company, to convey mails between *Southampton* and *Alexandria* in vessels of 280-horse power, as far as *Malta*, and of 180-horse power between *Malta* and *Alexandria*, for 15,525 *l.*, which gives a mileage of about 4 *s.* 6 *d.* This agreement was entered into for only one year, since the company complained of its lowness, and declined, on that account, to make a formal and permanent contract at that rate; but they have continued it ever since, and it has been terminated by ourselves in May last.

(signed) *W. Couper.*

COPY of a MEMORANDUM by the Earl of *Auckland*, on the receipt of that of Mr. *Couper*.

MAIL CONTRACT TO ALEXANDRIA.

27 June 1848.

I THINK with Captain *Ellice* and Mr. *Bond*, that we should desire to conclude an arrangement with the *Oriental* in preference to any other company, for the present contract has been loyally kept, and the capital and means of that company give better promise of efficiency and exactness than could be looked for in any other quarter. The *Indian and Australian Company* is indeed supported by good names, but it has yet no paid-up capital, or body of shareholders, or organized establishment on which we could depend; and though it may be desirable to establish a rivalry and competition on the line of communication it would not be wise to do so at the hazard of uncertainty and interruption. We have, however, advertised for tenders; and though we are not bound to take the lowest offer, we should scarcely be justified in rejecting it without a fair examination of its value. The first question, however, must be, which is the lowest offer. The *Oriental Company* propose to perform the service in the first instance, for 27,500 *l.*; the other company for 25,650 *l.* But the

the Oriental are ready to lower their charge by sums of 500 *l.* in the second, 1,000 *l.* in the third, 1,500 *l.* in the fourth, and 2,000 *l.* in the fifth year, or 5,000 *l.* in the five years. This would reduce the difference between the two companies to only 850 *l.* annually, in the event of the contract running for five years, or to 1,350 *l.* if it should be taken for three years. But the Oriental further offer to the Government a share in their profits on this line, whatever they may be beyond 10 per cent. paid to the shareholders. It is difficult to calculate to what this might amount, or to determine upon what principle it should be calculated. The dividend to the shareholders has not yet amounted to more than eight per cent., but large sums have been applied to new capital, to reserve funds, for insurance, and to other purposes. There may be profit on the Mediterranean line, and there may be loss on other lines, and an annual inquiry into all these matters might lead to endless discussions and disputes, and would be a source of frequent vexation to both parties. It is clear, however, that the company makes considerable profits, and I would prefer to a share in them under the exercise of an inquisitorial power, a liberal compromise by a reduction of the terms which have been proposed; and I think that this reduction should be to a sum considerably lower than the 25,650 *l.* which has been tendered by the Indian and Australian Company. Mr. Cowper would reduce the sum demanded to about 15,000 *l.*, taking the mileage at 4 *s.* 6 *d.*, the price of the Lisbon, instead of 8 *s.* 0 *d.*, the mileage of the Mediterranean packets. I doubt whether these terms would not be too hard. The Lisbon packets are less efficient and less expensive than those of the Mediterranean, and though the profits of the latter are large at some seasons of the year, there are months when passengers to India are rare, and the receipt small.

I am inclined to propose a middle term between the 16,000 *l.* and the 27,500 *l.*, and to offer 22,000 *l.* for five years, as a fixed sum, without condition for periodical reductions, or for a share in the company's profits; but before this is determined on, I should like to have further opinions upon the result which may be drawn from the company's accounts.

I have carefully looked into them, and I find it difficult to decide upon what portion of the receipts is to be regarded as net profit, and what portion of disbursement is to be referred to necessary expenditure. Looking to the accumulation of capital which has taken place in 12 years, the profit must have been large.

(signed) *Auckland.*

Note.—I find that from May 1845 up to this month the Oriental Company has been running their Mediterranean packets at 4 *s.* 6 *d.* the mile; and I am reconciled therefore to the offer which it is proposed by Mr. Cowper should be made to them.

EXTRACT from the DEED OF SETTLEMENT of the PENINSULAR AND ORIENTAL STEAM NAVIGATION COMPANY, dated 25 January 1841.

THAT the managing directors shall provide and furnish, free of all costs to the company, suitable offices for the business of the said company at the house No. 51, St. Mary Axe, in the city of London, or elsewhere * in the said city, including a suitable board-room for the meetings of the Board of Directors, and the general meetings of the company; and shall provide all necessary superintendents, clerks, agents, and servants for conducting and performing the business and matters to be done by the said managing directors; and also will provide and pay such printing and stationery, and office expenses as shall be connected with, or necessary for the performance of such business; but all superintendents, clerks, or other persons employed in any repairing or building establishment of the said company, and the salaries of the secretary, and of any clerks employed at outports, at foreign places, and all other expenses relating to the conduct of the affairs of the company, except such as are agreed to be transacted by the managing directors, are to be paid by the said company.

That in consideration of the duties to be performed by the said managing directors, and the expense to be incurred by them, and of the services rendered by them † in the formation of the said company, and of the negotiating and procuring the contracts with Her Majesty's Government for the mail service, and of applying for and procuring the aforesaid charter of incorporation for the said company;—the said managing directors shall be allowed and paid by the said company a commission of two and a half per cent. on the gross receipts or earnings of the said company; and also a further commission of 5 *l.* per cent. upon the net profits of the business of the said company, after deducting from such net profits the amount which shall be considered necessary to be set apart as a reserve fund, as after mentioned, for the purpose of repairing machinery and vessels, and other of the stock of the said company; the aforesaid commission of 5 *l.* per cent. to be paid on the making up the half-yearly accounts of the company for the ascertaining and declaring the dividends to be paid to the proprietors; and that such compensation shall be paid to the managing directors in equal shares so long as there shall be more than one ‡.

11 August 1848.

B. M. W.

* The company have since built premises in Leadenhall-street, and the managing directors, in consequence, pay to the company 1,000 *l.* per annum as a rental, under this agreement.

† The three managing directors established the trade at their risk, before it became a joint-stock company; and the rate of commission contemplated a remuneration for past as well as future services.

‡ This has since been modified: one managing director will retire in 1850, without any consideration, the saving to be credited to the Company.

(C.)

LETTER from *James Allan, Esq.*, to *James C. Melvill, Esq.*

Peninsular and Oriental Steam Navigation Company,
 Offices, 51, St. Mary Axe, London,
 16 February 1841.

Sir,

IN consequence of the communication which took place on the 21st January, between the honourable the chairman and deputy chairman of the East India Company and the deputation from this Board, I have been directed to address you, for the information of the Court of Directors, and to state the present position and intentions of this company in reference to completing, by means of powerful steamers, the intercourse between England and the India presidencies as speedily as possible.

This company are now enabled to convey to the Court the assurance, that in the course of next year the communication between Suez and Calcutta will be opened by two vessels of 1,600 tons burthen and 520-horse power each, in course of being constructed; and they will be prepared, if required, to take immediate steps for completing contracts for two additional vessels of same tonnage and power, for similar service, so as to establish a monthly line to the presidencies on the other side the Isthmus.

It will doubtless be evident to the honourable the Court of Directors, that an undertaking of such a magnitude, accompanied, as the Court must be well aware, with heavy expenses, requiring a large establishment and an ultimate expenditure of nearly half a million, cannot be kept up on a proper scale merely by the receipts arising from the passengers' intercourse.

The measure is one ardently longed for by the friends of India; and from the many important advantages which would result from it, the Board do not for a moment doubt that it is the sincere wish of the honourable the Court of Directors to promote the undertaking, and thereby advance the great interests over which they preside. The directors having maturely considered this question, feel no hesitation in saying, that with the countenance and legitimate aid which the honourable the Court of Directors may afford such an undertaking, on the grounds alluded to, they would be enabled to enter into a contract for the conveyance, next year, of the mails and despatches, monthly, to and from Suez, Madras, and Calcutta, or embracing a separate line to and from Bombay, should the same appear desirable to the Honourable Court.

In the event of the Honourable Court considering it premature to enter into a permanent contract for the services proposed, the directors beg to be informed whether it would meet the views of the Court to grant assistance or remuneration, in some other shape, for the proposed services.

Although the vessels now being constructed for the Indian seas are building without reference to the contingency of a mail contract to be entered into, yet it will in a great measure depend upon the countenance and support the company may receive from the Honourable Court as to the communication being speedily placed on the footing so much desired by all parties; namely, that of a monthly line of steamers, of first-rate power and capacity, to each of the presidencies.

The directors desire to state to the Honourable Court, that the measure proposed by this company in carrying out, on an enlarged scale, steam communication with the East, is not one of an experimental character, as far as they are concerned.

The company has been for some time in existence; it is possessed of a large property in steam shipping; and being under three different Admiralty mail contracts, they have had ample experience in the management of such undertakings.

They would refer with some degree of pleasure to the superior manner in which the contract for the India mails to and from Alexandria has been carried on during this severe winter. Since its commencement these powerful vessels have made the voyages to and from Alexandria, a distance of 3,000 miles, on an average of 13 days' steaming. In conclusion, I am instructed to add, that, except under very unfavourable circumstances, the entire distance between Suez, Ceylon, and Calcutta may be accomplished, by the powerful steam vessels alluded to, in 25 days' steaming; or, touching at Bombay, in 28 days to Calcutta from Suez.

I have, &c.
 (signed) *Jas. Allan, Secretary.*

(D.)

LETTER from *James C. Melvill, Esq.*, to *James Allan, Esq.*

East India House, 19 March 1841.

Sir,

I HAVE laid before the Court of Directors of the East India Company your letter of the 16th ultimo, in which you explain the present position and intentions of the Peninsular and Oriental Steam Navigation Company, in reference to completing by powerful steamers the intercourse with the Indian Presidencies; stating that with the aid of the Court of Directors, the said company would be enabled to contract for the conveyance next year of the mails and despatches, monthly, to and from Suez, Madras, and Calcutta, or with a separate line to and from Bombay; and inquiring whether it would meet the views of the Court to grant assistance or remuneration in some other shape for such proposed services, should it be considered premature to enter into a permanent contract.

In reply, I am commanded to state that the Court have duly considered the subject of
 your

your letter, and that any encouragement which they may grant to the extension of steam communication with India must, for the present, be in the form of a pecuniary contribution.

Looking to the importance of the object in view, and to the warm interest it has excited both in this country and in India, the Court are accordingly prepared to make a grant of the sum of twenty thousand pounds (20,000 £.) per annum to the Peninsular and Oriental Steam Navigation Company, for a period of five years, in aid of the measures contemplated.

The said sum will be payable half yearly, commencing from the date when the first steamer shall be put upon the line between Suez and Calcutta; and its continuance beyond the first year is to be dependent upon the following conditions; namely:—

1. That the steamers, if required to do so, touch on each voyage at Bombay.
2. That the monthly communication with Calcutta and Madras, and, if required, with Bombay, be completed within 12 months from the date when the first payment shall commence, and be thenceforward regularly maintained in every month.
3. That the vessels to be employed shall be of the size and power specified in your letter, viz. 1,600 tons burthen, and 520-horse power.
4. That in the event of the East India Company wishing, within the beforementioned period of five years, to enter into any contract for the conveyance of the mails, the pecuniary contribution now granted shall merge in the sum that may be payable under such contract.

The Court desire me to request that the assent of the Peninsular and Oriental Steam Navigation Company may be signified to the above conditions.

I am, &c.

(signed) James C. Melvill, Secretary.

(E.)

LETTER from *James Allan, Esq.*, to *James C. Melvill, Esq.*

Sir,

Peninsular and Oriental Steam Navigation Company's Offices,
51, St. Mary Axe, London, [Qu. 13 April] 1841.

I AM directed to acknowledge the receipt of your letter of the 19th ultimo, announcing the intention of the Honourable the Court of Directors of the East India Company to grant pecuniary aid, on certain conditions, in furtherance of the efforts of the Board to extend the means of steam communication with India.

The Board, in laying before the Court their letter of the 16th February, and in soliciting their support of the important undertaking in which they are now engaged, were influenced not less by a desire to realize the hopes and expectations of the public, both in India and in Europe, and to render available for the service of the Company, when required, a splendid flotilla of steam ships, fully adequate to the performance of any duties, however onerous their nature, than with a view to promote their own interests. And while they duly appreciate the liberal spirit in which their communication has been received by the Honourable Court, it affords them no ordinary degree of gratification to learn that their enterprise should be thought worthy of the sanction and support of so distinguished a body.

The directors have given all due consideration to the second condition stated in your letter of the 19th ultimo, viz. "That the monthly communication with Calcutta and Madras, and, if required, with Bombay, be completed within 12 months from the date when the first payment shall commence, and be thenceforward regularly maintained in every month;" and I am instructed by them to observe, that though they consider it quite practicable to provide the number of vessels of 1,600 tons burthen, and 520 horses power, which this service will require, within the period mentioned, they feel that the risk of entering into such an engagement as that of undertaking monthly this communication, and regularly maintaining it, is one that should not be incurred without more information than they at present possess on a matter of such magnitude, and in the absence of any ascertained data on which to calculate their future income.

They have learned, from the best sources of information to which they have had access, that at certain seasons of the year they cannot calculate upon the carriage of passengers to any such extent as would enable them to meet the heavy disbursements of the voyage at the periods referred to. At all seasons, indeed, the receipts from such a source must be precarious while the expense is certain, the cost of fuel alone for a single voyage being not less, on an average computation, than 7,000 £.

They would therefore respectfully propose that Condition No. 2 be so modified as not to require this company to perform more than six voyages between Suez and Calcutta during the second year after the payment by the Honourable Company shall commence; and that the continuance of the grant after the second year be contingent on the four conditions specified in the Honourable Court's letter of the 19th ultimo.

I am directed to add, that the Board have within the last week accepted tenders for another vessel of the same size and power as those now being constructed for the intended service; thus giving the strongest guarantee to the Honourable Court and the public that they will use every proper exertion to promote the great measure in hand, and to meet the monthly communication, so soon as prudence would justify them in carrying it out on that scale.

The directors desire to explain, that when they alluded in their verbal communication to the practicability of establishing a regular monthly line of steamers next year with all the presidencies, they did not contemplate, that to effect that object all the vessels should be of the power of 520 horses. A suitable vessel of 420 horses power to aid the object could,

Appendix, No. 2. at the time alluded to, have been obtained for the service, but subsequent events have placed that measure beyond their reach.

The directors understand, from the Honourable Court's letter of the 19th ultimo, that as soon as the first vessel arrives at Calcutta, and is thus placed on the line for Madras and Suez, the payment of the grant will commence; and that should the company's arrangements render it desirable, their vessels may touch at all or any of the presidencies, as the directors may see fit.

It is presumed that in the event of any unforeseen casualty to any of the vessels when on the proposed line, the grant shall not be forfeited; and the directors would submit, for the favourable consideration of the Honourable Court, that if war, the plague in Egypt, or other contingency should arise, so as to render the proposed communication to be irregular, or temporarily to interrupt it, that the grant shall not cease until 12 months after the occurrence of such event.

The Board are apprehensive, from the tenour of the Honourable Court's letter, that theirs of the 17th February has not been sufficiently clear as to the means which might have enabled them to carry out a monthly intercourse between Calcutta and Suez in the course of next year; and they beg here most respectfully to explain, that their views had immediate reference to a mail contract as the only prospect which existed of remuneration for such an immense outlay and regular expense as they must in such case have been subjected to, and of which the annexed calculation will convey some idea; an expense which it must be evident to the Honourable Court can never be covered by passengers alone.

I have, &c,
(signed) *James Allan*, Secretary.

SUPPOSED EXPENSES of keeping up a Monthly Communication between *Suez, Ceylon, and Calcutta*, and regularly maintaining the same, with Vessels of 1,600 tons and 520 horses power. Cost, ready for Sea, 85,000 *l.*, which includes Duplicate Machinery and Ship Stores.

	<i>£.</i>
Wages and provisions for crew, engineers, servants, 750 <i>l.</i> per month, for three vessels always running, per annum - - - - -	27,000
For an additional vessel always ready to take up the line, to make an occasional voyage in case of break down, say one half - - - - -	4,500
Oil, tallow, waste, and sundry ship's and officers' stores for ship and engine-room, at 600 <i>l.</i> per month, for 12 voyages coals - - - - -	7,200
Coals: Welsh or Newcastle under contract, consumption 35 cwt. per hour, performing 114,000 miles in the year, at an average speed throughout the year of seven miles per hour, including getting up steam, &c., each voyage occupying 1,360 hours steaming, 28,500 tons, at 50 <i>s.</i> per ton - - - - -	71,400
Wastage, labour, coal, hulks, depôts, lighterage, superintendents at all the company's stations, at 10 <i>s.</i> per ton - - - - -	14,280
Insurance on four steam ships, at 6 % per annum on 340,000 <i>l.</i> - - - - -	20,400
Wear and tear and fund for repairing vessels, 15 per cent. per annum on 340,000 <i>l.</i> - - - - -	51,000
	195,780
Deduction.—As one of the four ships above referred to will always be in port (ready for contingencies), it is reasonable to allow a reduction of one half the charge to cover insurance, wear and tear, &c., say 10 $\frac{1}{2}$ per cent. on 85,000 <i>l.</i> - - - - -	8,925
Equal to 15,571 <i>l.</i> 5 <i>s.</i> per Voyage of 9,500 Miles - - - - -	186,855

Note.—The cost of coals is only put down at the rates at which tenders have been received to supply them at from England. If native coal can be made available at Calcutta, a considerable sum may be saved in fuel.

No provision is made in the above for agencies at Calcutta, at Ceylon, Madras, Aden, and Suez; for rents, clerks' salaries, engineering department at Aden and also at Calcutta; the total of which cannot fall much short of 1,000 *l.* per month.

For a certain portion of the year a branch steamer will be required, of light draft of water, between Ceylon and Madras; the expense is not included in the above.

It is understood that the East India Company's coals cost 3 *l.*; but other statements make the cost, including wastage, at 4 *l.*

(F.)

LETTER from *James C. Melvill*, Esq., to *James Allan*, Esq.

Sir,

East India House, 19 April 1841.

I HAVE laid before the Court of Directors of the East India Company your letter (without date), in reply to the letter which I addressed to you on the 19th ultimo, stating the conditions upon which the Court had resolved to grant pecuniary aid to the Peninsular and Oriental Steam Navigation Company, in furtherance of the extension of steam communication with India.

In

In reply, I am commanded to acquaint you that under the expectation which your letter holds out to them, that the Steam Navigation Company will use every proper exertion in view to the establishment of the monthly communication, the Court will not object to Condition 2 being so far modified as not to require the performance of more than six voyages, at intervals not exceeding two months, between Suez and Calcutta, during the second year after the payment by the East India Company shall have commenced; the continuance of the grant after the second year being dependent on the fulfilment in other respects of the conditions specified in my letter of the 19th ultimo.

The Court concur in the construction put by the Steam Navigation Company upon that part of my letter which relates to the period for the commencement of the pecuniary grant; and they do not object to the vessels touching at all or any of the presidencies, as the directors of the steam company may desire.

As regards the supposed case of an unforeseen casualty arising to any of the vessels on the proposed line, I am to state, that the Court would not consider the pecuniary grant to be forfeited, provided they should be satisfied that *bonâ fide* exertions have been made to supply, with all practicable despatch, the deficiency thereby occasioned. And with respect to the proposition of the steam company, that "if war, the plague in Egypt, or other contingency should arise to render the communication irregular, or temporarily to interrupt it, the grant shall not cease until 12 months after the occurrence of such event," the Court assent to such proposition, presuming always that the interruption to the communication be unavoidable, and that measures be taken to re-open it at the earliest opportunity.

I am, &c.

(signed) James C. Melvill, Secretary.

Appendix, No. 3.

Appendix, No. 3.

IRREGULARITIES in the ARRIVALS of the CONTRACT STEAM VESSELS engaged in the Conveyance of the Mails between Southampton and Malta.

Sir,

Treasury Chambers, 29 March 1847.

I am commanded by the Lords Commissioners of Her Majesty's Treasury to transmit to you the enclosed copy of a communication from the Secretary of State for Foreign Affairs, dated the 26th instant, respecting irregularities in the arrivals of the Contract Steam Vessels engaged in the conveyance of the mails between Southampton and Malta, and I am to request that in laying the same before the Lords Commissioners of the Admiralty, you will move their Lordships to cause an inquiry to be made into the manner in which this service has of late been performed, and to take such other steps as may appear to them to be required.

I am, &c.

(signed) C. E. Trevelyan.

To the Secretary to the Admiralty.

Sir,

Foreign Office, 26 March 1847.

I AM directed by Viscount Palmerston to request you will state to the Lords Commissioners of Her Majesty's Treasury, that it appears from an examination of the packet lists, that the time occupied in the voyages of the contract steam vessels engaged in the conveyance of the mails between Southampton and Malta, and between Malta and Southampton, has of late, in very many instances, much exceeded the time specified in the contract of the Peninsular and Oriental Steam Navigation Company with Her Majesty's Government for the performance of that service; and I am to suggest that an inquiry might advantageously be made as to the manner in which the contract in question is performed, with the view, if necessary, of obtaining a more strict fulfilment of its terms as regards the duration of the passage between the two ports.

I am, &c.

(signed) H. U. Addington.

C. E. Trevelyan, Esq.

&c. &c. &c.

COPY of MINUTE made by Mr. Couper, 10 June 1847.

WRITE to Treasury, with reference to their letter of 20th March, that a careful examination has been made of the journals of the voyages of the steam packets employed by the Peninsular and Oriental Company, and it appears that there is no just ground for complaint of the manner in which that company have executed their contract.

The Secretary of State for Foreign Affairs was probably not aware that the port of embarkation and arrival has been changed since the signature of the contract from Falmouth to Southampton, which increases the distance of the journey by 162 miles, and the time by 15 hours, on an average, or that on approaching the English shore, the packets are obliged to go to the quarantine ground at the Mother Bank, Spithead, where some hours' detention occasionally occurs before they are permitted to continue their voyage to Southampton.

Enclose a table of the voyages, put in the causes of delay in a column in the general table, and draw the attention of the Treasury to the fact, that in 15 of the voyages in which there has been delay, this is satisfactorily accounted for by the state of the weather, by the inability to coal at Gibraltar, or by accidents

(signed) W. C.

VOYAGES of Contract Packets OUTWARD between Southampton and Malta.

Name of Vessel.	Left Southampton.		Arrived at Malta.		Length of Passage.		Exceeded Time Allowed.		Less than Time Allowed.		CAUSE OF DELAY.	
	Days.	Hours.	Days.	Hours.	Days.	Hours.	Days.	Hours.	Days.	Hours.		
1846.												
Tagus - - -	March - 3	2 ½ p.m.	March - 15	10 ½ p.m.	12	8	2	6	—	—	-- Continued head gales with heavy head seas to Gibraltar. -- Vessel of inferior power, allowed to run for one voyage in consequence of the loss of the "Great Liverpool." Waiting for mail at Gibraltar.	
Achilles - - -	March - 20	2 ½ p.m.	April - 2	7 a.m.	12	10 ½	2	14 ½	—	—		
Royal Tar - - -	April - 3	2 ½ p.m.	April - 17	10 a.m.	13	10 ½	3	17 ½	—	—		
Oriental - - -	April - 20	2 ½ p.m.	April - 30	10 p.m.	10	7 ½	0	5 ½	—	—	-- Detained coaling eight hours beyond time allowed, at Gibraltar. -- Continued heavy gales to Gibraltar, and detained repairing damages. -- These mails were transferred to Oriental. -- Two hours waiting for mail at Gibraltar. -- Very heavy weather; bore up for Cadiz; detained there by weather and coaling 3 days, 0 hours, 40 min. -- Heavy gales throughout; detained 11 hours coaling at Gibraltar through bad weather. -- Detained at Gibraltar 8 ½ hours coaling. -- Waiting for mails at Gibraltar 5 hours.	
Duke of Cornwall - - -	May - 3	9 ½ a.m.	May - 14	9 ½ p.m.	11	12	1	10	—	—		
Achilles - - -	May - 20	2 ½ p.m.	May - 31	9 a.m.	10	18 ½	0	16 ½	—	—		
Tagus - - -	June - 3	3 p.m.	June - 14	6 ½ a.m.	10	15 ½	0	13 ½	—	—		
Oriental - - -	June - 20	3 ½ p.m.	June - 30	8 ½ p.m.	10	5	0	3	—	—		
Montrose - - -	July - 3	3 p.m.	July - 16	6 ½ p.m.	13	3 ½	3	1 ½	—	—		
Ariel - - -	July - 20	3 p.m.	July - 30	3 a.m.	9	12	—	—	0	14		
Achilles - - -	August 3	3 p.m.	Aug. - 14	7 ½ p.m.	11	4	1	2 ½	—	—		
Oriental - - -	August 30	3 p.m.	Aug. - 30	6 ½ p.m.	10	3	0	1 ½	—	—		
Erin - - -	September 3	3 p.m.	Sept. - 14	9 a.m.	10	18	0	16	—	—		
Pottinger - - -	Sept. - 20	10 ½ a.m.	October 1	10 p.m.	11	11 ½	1	9 ½	—	—		
Tagus - - -	October 3	3 p.m.	October 17	2 ½ p.m.	13	23 ½	3	21 ½	—	—		
Ripon - - -	October 20	3 ½ p.m.	Put into Torbay damaged - - - - -									
Oriental left Torbay -	October 25	7 a.m.	November 5	7 a.m.	11	0	0	22	—	—		
Achilles - - -	Nov. - 3	2 ½ p.m.	Nov. - 15	3 p.m.	12	0 ½	1	29 ½	—	—		
Ripon - - -	Nov. - 21	6 ½ a.m.	Dec. - 3	11 p.m.	12	16 ½	2	14 ½	—	—		
Erin - - -	Dec. - 3	2 ½ p.m.	Dec. - 13	6 ½ a.m.	9	16	—	—	0	10		
Oriental - - -	Dec. - 20	10 ½ a.m.	January 4	1 p.m.	15	2 ½	5	0 ½	—	—		
Tagus - - -	January 3	10 ½ a.m.	January 20	4 a.m.	16	17 ½	6	15 ½	—	—		
Ripon - - -	January 20	3 p.m.	February 5	2 p.m.	15	23	5	21	—	—		
Achilles - - -	February 3	3 p.m.	February 14	6 ½ a.m.	10	15 ½	0	13 ½	—	—		
Oriental - - -	February 20	2 ½ p.m.	March - 3	6 p.m.	11	3 ½	1	1 ½	—	—		

VOYAGES of Contract Packets HOMEWARD between Malta and Southampton.

Name of Vessel.	Left Malta.		Arrived at Southampton.		Length of Passage.		Exceeded Time allowed.		Less than Time allowed.		CAUSE OF DELAY.
	Days.	Hours.	Days.	Hours.	Days.	Hours.	Days.	Hours.	Days.	Hours.	
Duke of Cornwall - - -	March - 26	6 ½ p.m.	April - 7	6 ½ a.m.	11	12	1	5	—	—	-- Strong head gales from Gibraltar. -- Vessel of inferior power, allowed to run for one voyage in consequence of the loss of "Great Liverpool."
Achilles - - -	April - 13	11 a.m.	April - 24	7 ½ p.m.	11	8 ½	1	1 ½	—	—	
Tagus - - -	April - 28	4 ½ p.m.	May - 9	5 ½ a.m.	10	13	0	6	—	—	
Oriental - - -	May - 14	9 ½ p.m.	May - 27	0 p.m.	12	23 ½	2	16 ½	—	—	-- Detained coaling and watering at Gibraltar.
Royal Tar - - -	May - 28	11 ½ a.m.	June - 10	11 p.m.	11	23 ½	1	10 ½	—	—	
Achilles - - -	June - 13	8 p.m.	June - 24	8 p.m.	11	0	0	17	—	—	
Duke of Cornwall - - -	June - 25	8 p.m.	July - 7	4 a.m.	11	8	1	1	—	—	-- Delayed one hour over time coaling.
Oriental - - -	July - 15	midnight	July - 26	6 ½ a.m.	10	6 ½	0	0	0	0 ½	
Tagus - - -	August 5	1 p.m.	August 16	11 ½ a.m.	10	22 ½	0	15 ½	—	—	
Ariel - - -	August 14	8 p.m.	August 24	6 ½ p.m.	9	22 ½	0	0	—	8 ½	-- Delayed one hour over time coaling.
Montrose - - -	August 28	7 p.m.	Sept. - 9	11 ½ a.m.	11	16 ½	1	9 ½	—	—	
Oriental - - -	Sept. - 16	2 p.m.	Sept. - 27	6 p.m.	11	4	0	21	—	—	

lix, No. 4.

STEAMERS. *Henderson, Esq., Q. 2238.*

The want of a uniform Line, to be marked W, if at the water line; Ex, if extreme, and M if the moulded breadth. The fairest measurement is to the whole, marked H. From these data their relative proportions are ascertained, by the ratio stated. For ty in ascertaining builders' tonnage; to obviate which the character of the engines given: B represents beam engineering formed of many thousand miles, to be marked A. Those from experiment in best trim, at the measured miles occupied of

Date.	VESSELS' NAME				Nominal, or Engineers' Horse Power.	Maximum Working Power.	Average Working Power at Sea.	RATIO.			SPEED.			
		Area of Longitudinal Section.	Area of Load Water Line.	Pitch.				Tonnage to 1 Horse Power.	Displacement to Horse Power.	Square Feet of Area of Mid. Ship Sec. to 1 Horse Power.	Experiment measured Mile.	Average at Sea.	General Average to 24 Hours.	Number of Revolutions per Minute.
1838	Great Western	sq. ft.	sq. ft.	in.	Horse.			3.1	5.98	1.2	Knots.	Knots.	Knots.	—
1839	Acadia, Halifax Line	—	—	—	400	—	—	2.75	5.20	1.15	—	8.82	211.28	—
1841	Thames, West Indies	—	—	—	400	—	—	3.33	5.9	1.10	—	—	204	—
1842	Precursor - } Calcutta	3,798	6,877	—	520	—	—	2.84	4.82	1.05	9.72	—	—	—
1846	Haddington - } Liverpool	3,655	6,446	—	450	—	—	2.90	5.11	1.17	—	—	—	—
1848	Hibernia, Holyhead Ma	—	3,791	—	370	—	—	1.78	2.59	0.67	13.	—	—	—
Mail Packets of India														
1846	Ajdaha - Bombay	—	—	—	500	—	—	2.88	—	—	—	—	—	—
1841	Memnon - ditto	—	—	—	350	—	—	3.27	—	—	—	—	—	—
Her Majesty's Mail														
1840	Locust - Malta	1,117	2,205	—	100	—	—	2.82	4.16	1.32	8.41	—	—	22 1/2
1838	Merlin - ditto	1,976	4,788	—	300	—	—	2.96	3.68	.98	11.6	—	—	18
1840	(Medina and Medusa)	—	—	—	300	—	—	2.56	4.2	1.23	—	7.72	185.28	—
1840	India, East Indies	—	—	—	—	—	—	2.70	—	—	—	—	—	—
1840	Ditto, as proposed to be	—	—	—	—	—	—	—	—	—	—	—	—	—

Gross Tonnage

1840	Braganza	—	—	—	240	—	—	2.83	—	—	—	—	—	—
1840	Achilles	—	—	—	400	—	—	2.48	—	—	—	—	—	—
1846	Pekin (iron)	China	—	—	400	—	—	2.83	—	—	—	—	—	—
1843	Bentinck	Calcutta	—	—	520	—	—	3.79	—	—	—	—	—	16 1/2
1840	Oriental	Liverpool	—	—	410	—	—	4.36	—	—	—	—	—	18
1846	Ripon (iron)	Alexandria	—	—	450	—	—	3.17	—	—	—	—	—	—
1847	Indus (iron)	Liverpool	—	—	450	—	—	3.08	—	—	—	—	—	—
—	Iberia (iron)	—	—	—	180	—	—	2.86	—	—	—	—	—	—
—	Pacha (iron)	Peninsular	—	—	210	—	—	2.82	—	—	—	—	—	—
—	Madrid (iron)	Liverpool	—	—	160	—	—	2.99	—	—	—	—	—	—
—	Jupiter (iron)	—	—	—	260	—	—	2.41	—	—	—	—	—	—
1848	Ningara, America	—	—	—	650	—	—	2.80	—	—	—	—	—	—
1848	Canada (Europe)	Halifax	—	—	650	—	—	2.80	—	—	—	—	—	—
1843	Cambria	New York	—	—	500	—	—	2.88	—	—	—	—	—	—
1843	Hibernia	—	—	—	500	—	—	2.88	—	—	—	—	—	—
1840	Caledonia	Liverpool	—	—	420	—	—	2.71	—	—	—	—	—	—
1848	Severn	—	—	—	430	—	—	4.37	—	—	—	—	—	—
1842	Avon	—	—	—	430	—	—	4.37	—	—	—	—	—	—
1841	Clyde	—	—	—	430	—	—	4.28	—	—	—	—	—	—
1841	Dee	—	—	—	410	—	—	4.50	—	—	—	—	—	—
1841	Medway	West India	—	—	420	—	—	3.96	—	—	—	—	—	—
1841	Conway	Liverpool	—	—	—	—	—	—	—	—	—	—	—	—
1841	Trent	—	—	—	420	—	—	3.96	—	—	—	—	—	—
1841	Tay	—	—	—	430	—	—	4.29	—	—	—	—	—	—
1841	Teviot	Mexico	—	—	430	—	—	4.16	—	—	—	—	—	—
—	Eagle	—	—	—	250	—	—	2.00	—	—	—	—	—	—
—	Reindeer	—	—	—	260	—	—	2.13	—	—	—	—	—	—
—	Esk	—	—	—	—	—	—	—	—	—	—	—	—	—

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Barrow, Sir John, Bart. Correspondence which took place between Sir John Barrow, Bart., Secretary to the Admiralty, and witness, in 1844, relative to witness's tender for the conveyance of the mails in the China seas, *Henderson* 2135—Letter from Sir John Barrow to Mr. H. Longlands, secretary to the Royal Mail Steam Packet Company, dated 30 December 1841, relative to the delay which has occurred in the commencement of their contract for the conveyance of the West India mails, *Croker* 2694, p. 195.

Bermuda. Witness has held the contract for carrying the mails to Bermuda for the last 25 or 30 years, *Cunard* 2073—Nature of the contract for the conveyance of the Bermuda mails; services performed, and amount received from the Government, *ib.* 2080-2090—Witness conveys the letters intended for distribution in the West India islands to Bermuda; they arrive much quicker that way than any other, *ib.* 2099.

Bevis, Commander Thomas, R. N. (Analysis of his Evidence.)—Superintendent of packets, and senior officer of the port of Liverpool, 1-3—Until August 1848 the packet communication between Liverpool and Dublin was twice a day, morning and evening, 4—Since August it has been in the evening, by the contract mail-packets under the City of Dublin Company, 4-6—The letters which used to go by mail from Liverpool now go by mail from Holyhead; there was always one line from Holyhead, 6-8—The average length of passage from Liverpool to Kingstown throughout the year was twelve hours, 9-14—The packets that carry the mails carry a great many passengers, 15-17—There are numerous other packets running from Liverpool to Dublin that do not carry the mails, 18, 19—They carry a different class of passengers, which are sometimes very numerous indeed; they carry cargo as well; they do not make the passage so quickly as the mail packets, 19-23. 46-50.

The Government packets were upon the station twenty-two years; they performed one voyage daily, 24, 25. 51, 52—The service of the contract packets has been most satisfactorily performed; there have been no complaints on the subject; there have been only two instances in ten years in which the service has had to be performed by Government vessels, 26-30—The average time the mail takes between London and Dublin, by railroad and steam-boat, is about eighteen hours, 32-35—With the fast Admiralty packets, that have been recently taken off, the time was very much reduced, as their average passage was eight hours instead of twelve; this would make the average of the whole time between London and Dublin fourteen hours, 35-42—These Government packets were only on the station four months, from May to August 1848, *ib.*

Witness has heard that several memorials have been agreed to at Liverpool, deprecating the removal of the contract packet service from Liverpool, 43, 44—There is a general preference in choosing a steam-boat that is a Government packet, 45—The contract packets were first employed in June 1839; 53—They were originated by Government when the mails were removed from Holyhead to Liverpool in consequence of the railroad being established between Liverpool and London; witness does not know any reason for this, beyond the object of having two lines, 54, 55—The contract packets sailed in the evening and the Government packets in the morning, 56-68—As regarded passengers the evening packet was the greatest accommodation, but as regarded the mails, the morning one was the most important to the public, 56-68. 116. 131-133.

Further evidence in detail as to the time the mails take from London to Dublin, with opinions as to the average time in which the distance might be accomplished, 69-88. 93-106—Average consumption of coals per horse power per hour in the Government packets which were put on for a short period between Liverpool and Kingstown, 89-92—The annual amount of the contract paid to the parties who ran the contract packets was 9,000 £; the expense of the Government packets would exceed this amount, 107-113—The state of the tide does not influence the departure of the mails from Liverpool except in gales of wind, 114—After the mails were transferred to Birkenhead there were inconveniences in the mode of embarking which deterred passengers from going by that Government line, as compared with the contract line from Liverpool; process of embarking passengers from Birkenhead by Government boat, 116-127.

It would be a great disadvantage to the people and trade of Liverpool, and to the public in general, to remove the contract packets from Liverpool, 128-130. 139, 139. 146, 147—The Government packets were of rather greater horse power than the contract packets, 134, 135—Opinion that, with respect to the conveyance of the mails, the Liverpool route might be so accelerated as to make it as quick as the Holyhead route, 136, 137. 140-145.

Birkenhead. See *Dublin Mails*, 1. *Passengers*, 1.

Board of Trade. See *Admiralty*, The.

Bouts.

Boats. Statement that some of the vessels of the Royal Mail Steam Packet Company were dispatched on the West India line without being properly fitted for the mail service, not having a proper number of boats, *Croker* 2540—Refutation of the statement made by Mr. Croker that the Royal Mail Steam Packet Company's vessels are insufficiently provided with boats; they have more boats than any other vessels, and are all fitted with paddle-box boats, *Chappell* 2682.

Bombay Mail. Evidence relative to the conveyance of the heavy Bombay mail between England and Malta, and on to Alexandria, by the Peninsular and Oriental Company, *Croker* 1182. 1198-1210. 1219-1256—The sum of 9,000*l.*, which was agreed to be taken off the contract for the Peninsular mails at the time the service was altered from four to three times a month, was then again to be put on for this extra service with respect to the Bombay mail, *ib.* 1198-1210. 1219-1256—How far witness is aware whether these changes that have taken place were ever put up to public contract; data upon which witness supposes the Admiralty came to the conclusion to pay the price they did, *ib.* 1257-1300—Mode in which the communication has been carried on between Suez and Bombay, *Mason* 1574—The mail is conveyed monthly between Bombay and Suez by vessels belonging to the East India Company, composing part of the Indian navy, *ib.*—The British Government pays 50,000*l.* a year towards the expense of this conveyance; arrangement under which this sum is paid, *ib.* 1575-1584.

Evidence in detail relative to the other communication to Suez carried on by vessels of the Peninsular Company under a contract, *Mason* 1585-1605—Reasons for forming the opinion that the price paid for this service is a high price; there has been a suggestion for a periodical reduction; statement of the estimated cost to the Indian government of conveying the mail from Bombay to Suez, *ib.* 1623-1651. 1660-1674—The offer was originally made by the Peninsular and Oriental Company to the East India Company to conduct the whole service, including the Bombay and Suez line, *ib.* 1652-1659—Parties whose duty it is to see this contract properly carried out; the contract has been well performed, *ib.* 1606-1622.

See also *Fares*, 2. *Overland Mails*.

Bond, W. H. Report by Captain Ellice and W. H. Bond on the Peninsular and Oriental Steam Navigation Company, dated 16 June 1848, *App.* 214-217.

“*Braganza*” Steam Vessel. Particulars relative to the complaint made against the “*Braganza*” steam vessel, employed in the China seas, on the 21st June 1847, and proceedings taken by the contractors in consequence, *Croker* 2000, 2001.

See also *China Mails*.

BREACHES OF CONTRACT:

1. Generally.
2. Dublin Mails.
3. India and China Mails.
4. Malta Mails.
5. Peninsular Mails.

1. Generally:

Paper delivered in, showing the mode in which breaches of contract are reported, *Croker* 1789, 1790.

2. Dublin Mails:

As far as witness's experience goes, which is during the last seven years, he has heard no complaints of the mode in which the service has been done, *Page* 203, 204.

3. India and China Mails:

Witness has made search and inquiry on the subject of breaches or alleged breaches of all contracts, *Croker* 1693-1696—Has found no breaches of contract upon the service between England and Alexandria, *ib.* 1697—And none whatever on the service between Suez, Ceylon, and Calcutta, *ib.* 1699—Nor in the service between Ceylon and China, *ib.* 1700—Particulars relative to alleged irregularities in the performance of the contract for the India and China mails; connexion of Mr. Waghorn with these complaints, *ib.* 1701-1708.

Evidence generally relative to the complaints which have been made of the manner in which the contract mail service in the Indian and China seas has been performed, *Croker* 1974-2033—Inquiry which has been instituted by the Admiralty as to the arrival of the China mails; no penalties have at any time been enforced for breach of contract against the Peninsular and Oriental Company, for the irregular arrival of the mails, *ib.* 2347-2363—Complaints made of the irregular arrival of the China mails at Hong Kong, and proceedings taken by the Admiralty for investigating the complaints, and result, *Worth* 2386-2394. 2415-2426—The complaint of the irregular arrival of the mail at Hong Kong, by the “*Achilles*,” is the only one now pending, *ib.* 2395, 2396—No penalties have been inflicted on the Peninsular and Oriental Company in consequence of these irregularities, *ib.* 2415-2426.

BREACHES OF CONTRACT—continued.**4. Malta Mails :**

Explanation relative to a complaint of the irregularities of the packets between Southampton and Malta, *Croker* 1709-1712.

5. Peninsular Mails :

Witness has made inquiries on the subject of breaches of contract, and has found none in the service between England and the Peninsula, *Croker* 1698.

See also *Dublin Mails*, 3. *Hamburgh Mails*. *Malta*. *Penalties*. *West India Mails*, 2.

C.

Cadiz. See *Peninsular Mails*.

Calcutta. Copy of a memorandum made by Mr. W. Cowper on the contract for the conveyance of the Calcutta mails by the Peninsular and Oriental Company, after the receipt of the report of investigation of Captain Ellice and Mr. Bond, and sent to Lord Auckland, *App*. 222.—Copy of a memorandum by the Earl of Auckland, dated 27 June 1848, on the receipt of that of Mr. Cowper, *ib*. 222, 223.

See also *Breaches of Contract*, 3. *Fares*, 2. *India Mails*.

Cargoes. Complaints of the great inconvenience experienced by the merchants at Hong Kong from the irregular arrival of the mails; their irregularity is attributable to the heavy cargoes carried by them, *Croker* 2342-2356.—Letter from Rear-admiral F. A. Collier, dated 4 January 1849, confirming the complaints of the merchants of Hong Kong of the irregular arrival of the mails, and attributing the delay to the excessive cargoes carried by the mail packets, *ib*. 2354-2356.—See also *Speed*.

Channel Islands. Circumstances connected with the contract for the Channel Islands, *Worth* 1029-1055.

Chappell, Captain *Eduard*, R. N. (Analysis of his Evidence).—Has been constantly superintending steam squadrons since the year 1826; 2600—Evidence relative to the contract entered into with the Royal Mail Steam Packet Company for the conveyance of the West India mails, 2601-2605—Statement of the rate per mile at which the mails are conveyed by the company, 2606-2614—Particulars relative to the annual receipts and disbursements of the Royal Mail Steam Packet Company, and the average dividends paid by the company, 2615-2621. 2679—The company unquestionably contemplated carrying on the mail service after the expiration of the present contract, 2622—Objections to bringing the contracts for the mail service periodically before the public for competition; in the first instance the contract should be put up to competition, and afterwards renewed to the same parties by private arrangement, 2623-2632.

Opinion that in cases of tenders for contracts the lowest bidder never gets the contract, 2623. 2640-2643—Accommodation provided for passengers in the Royal Mail Steam Packet Company's vessels to the West Indies, 2633-2635—Average speed of the company's vessels on the West India line; they do not carry a great deal of cargo, 2636-2639—Detail of the manner in which the contract for the conveyance of the West India mails has been fulfilled, 2644—Statement submitted by witness to Lord Auckland on the importance of large steam power in producing regularity of the mails, 2645, 2646—Complaints are occasionally made of the slowness of the communication with some of the colonies on the West India line of service; means taken by the company for accelerating the mails, 2647-2651.

Difficulties which the Royal Mail Steam Packet Company have had to encounter in bringing the West India Mail Steam Packet Service into successful operation, 2652—The receipts, as well as the expenditure of the company, have been influenced disadvantageously by the difficulties they have had to contend with, 2653—Observations on the evidence of Mr. Croker, as to penalties inflicted on the Royal Mail Steam Packet Company, for breaches of the contract for the conveyance of the West India Mails, 2653-2677—Average rate per mile paid to the North American steamers under their contracts, 2680—Refutation of the statement made by Mr. Croker, that the Royal Mail Steam Packet Company's vessels were insufficiently provided with boats; they have more boats than any other vessels, and are all fitted with paddle-box boats, 2692.

[Second Examination.]—Correction of former evidence, relative to the fines inflicted on the Royal Mail Steam Packet Company for breach of contract, 2683, 2684. 2691—List of steam ships and horse power employed by the Royal Mail Steam Packet Company, between 1st January 1842 and 1st July 1849, with the dates of their departure from England, and the dates and causes of their being withdrawn; and examination thereon, 2685-2690—Statement of the steam vessels belonging to the company which have been lost since the commencement of operations in 1840; and circumstances attending

Chappell, Captain Edward, R.N. (Analysis of his Evidence)—continued.

attending the loss of each vessel, 2688, 2689—Particulars as to the accounts of fines between the Admiralty and the Royal Mail Steam Packet Company, placed as an imprest of 8,000 *l.* against the company, which was afterwards withdrawn, 2691—Account of sums paid by the Admiralty to the Royal Mail Steam Packet Company, and of the sums paid to the Admiralty by the company, *ib.*

China Mails. Evidence relative to the contract of 1849 for the conveyance of the mails to the East Indies and China, *Croker* 1473 *et seq.*—Particulars as to the proposal made by witness for carrying the China mails by means of the "India" and other screw vessels, to be constructed on witness's plan, *Henderson* 1950-1969—Witness cannot say that the "India" was well suited for carrying the China mail, but it was only intended to run her until the screw vessels could be constructed; the vessel placed on the station by the Admiralty is much worse than she is, *ib.* 1970-1973—Advantage which would have resulted from the acceptance of witness's tender for the conveyance of the China mails, *ib.* 2193—Particulars as to the vessels intended to be employed by witness on his tendering for the conveyance of the China mails, *ib.* 2292-2304. 2322-2324—Description of the vessels employed by the Peninsular and Oriental Company for the conveyance of the China mails; the "Lady Mary Wood" and the "Braganza," *ib.* 2316-2321—Evidence in detail relative to the arrangement with the Peninsular and Oriental Company for the conveyance of the mails in the China seas, *Croker* 2336-2338.

See also "Achilles," Steam Vessel. Breaches of Contract, 3. Cost of Conveyance, 2. India Mails. Overland Mails. Screw Propeller.

City of Dublin Steam Packet Company. Copy of an application made by the City of Dublin Company to the Admiralty, in February 1849, complaining of the terms on which the company holds the present contract from Liverpool to Dublin, *Williams* 455-457—The company has never paid more nor less than six per cent. dividend; they do not put much value on the 9,000 *l.* a year they receive from Government, further than it increased their passenger traffic; the charges of the company have been considerably reduced within the last ten years, *ib.* 468-484—Particulars relative to an agreement which existed in the year 1826 between the Post Office and the City of Dublin Company, *Croker* 826—Opposition of this company in 1837 to the Government mail packets in the conveyance of passengers, which put an end to this agreement, *ib.* 826-828.

See also Cost of Conveyance, 1. Dublin Mails. Holyhead. Passengers, 1. Penalties, II. 1. Size of Vessels. Speed. Wear and Tear of Vessels.

Coals. Average consumption of coals per horse power per hour in the Government packets which were put on for a short period between Liverpool and Kingstown, *Bevis* 89-92—Aggregate amount of coals burnt by each of the four Government packets during the time they were on the Liverpool and Kingstown station, *Parkin* 612-619. 637-643. 645—Evidence relative to the coaling of witness's North American line of steamers; stations where the coals are obtained, cost thereof, and average consumption on the voyage, *Cunard* 2239-2252.

Collings, Thomas. (Analysis of his Evidence.)—First Clerk of the Imprest Office in the Admiralty, 651—Delivers in an account of the wages of the packets that used to run from Liverpool to Dublin, 652, 653. 675-681—Between 1839 and 1844 they differed as much as 1,000 *l.* wages, that is, there was an increase to that amount, 654, 655. 675-681—The lowest amount was in 1839; the amount of wages then paid was 7,026 *l.* 19 *s.*; 656-658—In 1841 it was 7,959 *l.* odd, 659-662—This sum did not include the whole expense for victualling, 663—The victualling of the crew was no additional expense, as the men had their wages regulated upon the principle of compensating them instead of victualling them, 664—But the officers, those who were paid sea wages, had a compensation in lieu of provisions, which amounted to 800 *l.* 15 *s.* annually, 664-666.

There were other miscellaneous expenses, which in 1841 amounted to 1,190 *l.* 11 *s.* 3 *d.*; nature of these expenses, 667-670. 716, 717—The highest amount for wages and allowances was in 1844; it was then 8,077 *l.* 5 *s.* 9 *d.* for wages, and 768 *l.* for allowances to officers, 671-674. 688-691—In addition to the expenses of the packets there was the expense of the establishment on shore; nature of the service of the shore expense; amount thereof in various years, 692-710. 716-717.

Information relative to the passenger traffic by the Government vessels; number of passengers carried in various years; great decrease therein, 718—This decrease was occasioned by the commencement of the contract line by the City of Dublin Company in June 1839; 719—Her Majesty's packets previously to this regularly sailed in the evening as soon as the mails were received on board, generally about six P.M., and were filled with passengers, carriages, horses, &c., 719-726—Statement showing in detail the receipts at the late packet establishment at Liverpool in each year, from 1839 to its reduction in August 1848 inclusive, 733-752. 758-760—Way in which the officers upon the shore establishment at Liverpool were paid, 753-757.

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Commercial Steam Packet Company. See *Cost of Conveyance*, 3.*Constantinople.* See *Fares*, 1.*Contract Packets.* See *Hired Packets*.

Conveyance of Mails. See *Admiralty, The.* *China Mails.* *Cost of Conveyance.*
Dublin Mails. *East India Company.* *Horse Power.* *India Mails.* *Penin-*
sular Mail. *Screw Propeller.* *Tenders.* *West India Mails.*

COST OF CONVEYANCE:

1. *Dublin Mails.*
2. *India and China Mails.*
3. *Peninsular Mails.*

1. *Dublin Mails:*

The annual amount of the contract paid to the parties who ran the contract packets was 9,000 *l.*; the expense of the Government packets would exceed this amount, *Bevis* 107-113—The cost of the packet service at Liverpool is 9,000 *l.* a year; the contract was made entirely by the Admiralty, *Page* 195-199—The services have been performed by the City of Dublin Company at an average of something more than 12 *l.* a trip; it cost the Admiralty four times this amount when they did the service themselves, *Williams* 313, 314—The price to be paid is 9,000 *l.* per annum, but only 8,400 *l.* if both Sunday boats be dispensed with, and 8,700 *l.* if one Sunday boat be employed; there is only one employed, *Worth* 783.

Explanation relative to the difference in the calculations of the Accountant-general of the Navy and the Secretary of the Admiralty as to the annual expense of performing the service by Government; sum for which the service was undertaken by the City of Dublin Company, *Croker* 828-845, 847-850, 902-908—Evidence as to the contract which was entered into with the City of Dublin Company, and as to the reduction of the tender from 34,000 *l.* to 9,000 *l.*; *ib.* 909, 937-939—Memorandum on contract for conveyance of mails at Liverpool, showing the reasons of the difference of the calculations of the Accountant-general and the Secretary of the Admiralty, *ib.* 940, 941.

2. *India and China Mails:*

Explanation relative to the sum of 20,000 *l.* paid to the Peninsular and Oriental Company for the conveyance of the mail between Suez and Calcutta, *Henderson* 1801-1823.—Statement of the distance run, and calculation of the mileage rates of mail money under the contract between Her Majesty's Government and the Peninsular and Oriental Steam Navigation Company, for the mail service between Suez and Calcutta, and Point de Galle and Hong Kong, *Guthrie* 2047, p. 122—Statement of the mileage rates at which the contract mail service is performed by the Peninsular and Oriental Steam Navigation Company, *ib.* 2047, p. 132—Opinion that the present price paid for the service performed by the contract packets is much too high, *Henderson* 2137, 2138, 2158—Evidence relative to the payment of 20,000 *l.* per annum by the East India Company to the Peninsular and Oriental Company for the conveyance of the mails, *ib.* 2202-2208—Correction of former evidence as to the arrangement between the Peninsular and Oriental Company and the East India Company for the conveyance of the Indian mails for 20,000 *l.* per annum, *ib.* 2333, 2334.

3. *Peninsular Mails:*

The price to be paid for the service was 29,600 *l.* per annum, *Croker* 1060—This contract was put up twice to public competition, *ib.* 1061—The first offer was from the Peninsular Steam Navigation Company, for 32,860 *l.*, *ib.* 1062—The second was from the Commercial Steam Packet Company, for 33,750 *l.*; the two offers were made at the same time; neither of them was accepted, *ib.* 1062-1064—In consequence of the non-acceptance of either of these two offers, the Comptroller of Victualling was desired by the Admiralty to inform the parties that the Lords of the Admiralty could not accept either of these tenders, *ib.* 1065—And as application had been made to extend the time with a view to enabling other parties to enter into competition, the Admiralty directed him to call for fresh tenders, *ib.*—This was again publicly advertised, and the result of this second advertisement was that the offer of the Peninsular Steam Navigation Company for 29,600 *l.* was accepted, *ib.* 1066-1067—The Commercial Steam Packet Company also tendered for 29,560 *l.*, being 40 *l.* less than the Peninsular Company, *ib.* 1068.

See also *Alexandrian Mails.* *Bombay Mail.* *Cunard's Line.* *Dublin Mails*, 2, 3.
Government Packets. *Hired Packets.* *Holyhead.* *India Mails*, 1. *North*
American Mails. *Pacific Steam Navigation Company.* *Passengers*, 1.

Croker,

Croker, Thomas Crofton. (Analysis of his Evidence.)—Clerk in the Admiralty, 821—Is conversant with the formation of the contracts for the packet service; at the time the contract for the conveyance of the mail from Liverpool to Kingstown was formed, witness had the conduct of the packet department of the Admiralty, 822, 823—The Admiralty has charge of that branch of the public service relating to the packet contracts, 824—They receive their directions from the Treasury, 825—Circumstances attending the formation of this contract, date thereof, &c., 826 *et seq.*—Witness's belief is that tenders were advertised for, 828, 831–834, 853.

Particulars relative to an agreement which existed in the year 1826 between the Post Office and the City of Dublin Company, 826—Opposition of this company in 1837 to the Government mail packets in the conveyance of passengers, which put an end to this agreement, 826–828—Explanation relative to the difference in the calculations of the Accountant-general and the Secretary of the Admiralty, as to the annual expense of performing the service by Government; sum for which the service was undertaken by the company, 828–845, 847–850—Witness believes that there was no other tender than that of the City of Dublin Steam Packet Company, 846.

[Second Examination.]—Further evidence as to the calculations made by the Secretary of the Admiralty and the Accountant-general of the Navy, as to the expense of carrying the mails by Government packets once a day between Liverpool and Kingstown, 902–908—Further evidence as to the contract which was entered into with the City of Dublin Company, and as to the reduction of the tender from 34,000 *l.* to 9,000 *l.*; 909–937, 939—Memorandum on contract for conveyance of mails at Liverpool, showing the reasons of the difference of the calculations of the Accountant-general and the Secretary of the Admiralty, 940, 941.

Between the years 1837 and 1839, when the contract was eventually taken, the service was performed by the Queen's packets; great numbers of passengers were then taken by the Government boats, and the fares were a guinea; the opposition company lowered the fare to 9 *s.* 6 *d.*, and took away the passenger traffic, 942–951—Further evidence as to the Dublin Company being the only party who tendered for the service; with further evidence in detail as to the mode in which tenders were advertised for, 952–983.

[Third Examination.]—Particulars of the contract for the conveyance of the mails to Vigo, Oporto, Lisbon, Cadiz, and Gibraltar, entered into in August 1837; 1056 *et seq.*—It was for five steam vessels of not less than 140-horse power, to run once a week, 1058, 1059—The price to be paid for the service was 29,600 *l.* per annum, 1060—This contract was put up twice to public competition, 1061—The first offer was from the Peninsular Steam Navigation Company, for 32,860 *l.*; 1062—The second was from the Commercial Steam Packet Company, for 33,750 *l.*; the two offers were made at the same time; neither of them was accepted, 1062–1064—In consequence of the non-acceptance of either of these two offers the Comptroller of Victualling was desired by the Admiralty to inform the parties that the Lords of the Admiralty could not accept either of these tenders, 1065—And as applications had been made to extend the time, with a view to enable other parties to enter into competition, the Admiralty directed him to call for fresh tenders, *ib.*—This was again publicly advertised, and the result of this second advertisement was that the offer of the Peninsular Steam Navigation Company for 29,600 *l.* was accepted, 1066, 1067—The Commercial Steam Packet Company also tendered for 29,560 *l.*, being 40 *l.* less than the Peninsular Company, 1068—The reason which induced the Government to accept the higher tender was the better class of vessels of the Peninsular Company; comparison between the vessels of the two companies, 1069–1071.

How far the vessels of either company were surveyed before the decision of the Admiralty was taken upon the contract, 1072—There were modifications of the conditions of the contract which were put forth to the public; one of these relaxations was with regard to the non-infliction of the penalty for the vessels not being to their time at Falmouth, good cause being shown for the delay, 1073–1101—The vessels now take the mails on board at Southampton, 1083—The removal of the place of departure from Falmouth to Southampton must have been done by the Post Office; the Admiralty has to obey the orders of the Post Office respecting the place of embarkation for the mails; the sanction of the Treasury is necessary, 1102–1109.

All Government vessels are exempt from light dues; this is not the case with the contract packet vessels, 1110–1113—There was no change of importance between the contract, as executed, and the conditions alluded to in the advertisement, 1114—Far more important changes have been since made matter of agreement, *ib.*—The contract has been admirably well performed, 1115–1116, 1141–1156—Statement of the changes which have been made in the contract, 1117 *et seq.*—The departures are reduced to three times a month instead of four, 1118.

The first important change which took place was the change from Falmouth to Southampton as the port of dispatch and arrival for the mails, 1119, 1120—How far there was

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Croker, Thomas Crofton. (Analysis of his Evidence)—continued.

was any change in the price paid for this change of service, 1121-1128—Further evidence as to the tender made by the Commercial Steam Packet Company for this service, 1129-1136—Authority under which the payments for the contract are made, 1137-1140—Authority under which changes are made in the contracts, particularly as regards the money part of the question, 1157-1175.

[Fourth Examination.]—Circumstances which led to the alteration in the contract between the Peninsular Company and the Government as to the number of times in a month that the Peninsular mails were to be conveyed; evidence as to the sum to which the contract was reduced in consequence of this alteration, 1176-1197. 1211-1218—Evidence relative to the conveyance of the heavy Bombay mail between England and Malta, and on to Alexandria, 1182. 1198-1210. 1219-1256—The sum of 9,000*l.*, which was agreed to be taken off the contract at the time the service was altered from four to three times a month, was then again to be put on for this extra service with respect to the Bombay mail, 1198-1210. 1219-1256—How far witness is aware whether these changes which have taken place were ever put up to public contract; data upon which witness supposes the Admiralty came to the conclusion to pay the price they did, 1257-1300.

Particulars relative to the contract entered into on the 20th January 1849 for conveying the mails between England, Gibraltar, Malta, and Alexandria, monthly; *précis* furnished to witness by the Admiralty on the subject of this contract, 1300-1353—Particulars relative to the contract between the East Indies and China formed in 1844 or 1845; it commences at Suez and terminates at Hong Kong; the service to be performed was to convey the mails between Suez to Point de Galle, Madras, Calcutta, Penang, Singapore, and Hong Kong, once a month; sum which was to be paid for this service, 1354-1410.

[Fifth Examination.]—Estimate of the annual expense of Her Majesty's steam packets employed between Gibraltar, Malta, Corfu, and Alexandria, 1411-1427—Sum eventually agreed to be paid by the Government for this service; the contract was taken between England and Alexandria, 1428-1434—At that time there was a contract existing, by which the Government had a contract packet going from Southampton to Gibraltar, and the Government would have had the right of sending the mails by this packet to Gibraltar free of cost, 1435. 1436—Still it was not in fact a contract for the same service that the estimate was made for; respects in which it differed, 1437-1472—Further evidence relative to the contract of 1849, for the conveyance of the mails to the East Indies and China, 1473 *et seq.*

Statement of the conditions that were put out by public advertisement; number of tenders sent in, particulars as to the tender which was received, and the amount thereof; the lowest tender was not accepted, as the parties were not in a condition to carry out the conditions of the contract, 1474-1529—Papers delivered in, and further evidence in relation to the contract of 1849, for conveying the mails between England and Alexandria, 1530-1536. 1540-1570—Copy of report made by Captain Ellice and Mr. Bond, upon the accounts of the Peninsular and Oriental Company, 1571.

[Sixth Examination.]—Has made search and inquiry on the subject of breaches or alleged breaches of all contracts, 1693-1696—Has found no breaches of contract upon the service between England and Alexandria, 1697—Has found none in the service between England and the Peninsula, 1698—And none whatever in the service between Suez, Ceylon, and Calcutta, 1699—Nor in the service between Ceylon and China, 1700—Particulars relative to alleged irregularities in the performance of the contract for the India and China mails; connexion of Mr. Waghorn with these complaints, 1701-1708—Explanation relative to a complaint of the irregularities of the packets between Southampton and Malta, 1709-1712.

Witness has a memorandum of penalties enforced for breaches of contract; finds by this memorandum that in 1841 1000*l.* penalty was inflicted upon the Peninsular and Oriental Company for four breaches of contract in not having had a vessel ready to convey the mails between Malta and the Ionian Islands and Greece, 1713-1715. 1717-1733—Information respecting the modification or alteration of the terms of the contract for the India and China mails in 1848-49; 1734-1770; delivers in further papers in connexion with the report made by Captain Ellice and Mr. Bond upon the accounts of the Peninsular and Oriental Company, 1771, 1772—Paper delivered in relative to the distances between various points on the Indian and China lines, 1781-1788—Paper showing the mode in which breaches of contract are reported, 1789, 1790.

[Seventh Examination.]—Evidence generally relative to the complaints which have been made of the manner in which the contract mail service in the Indian and China seas has been performed, 1794-2033—Particulars as to the complaints of the 23d August and 28th September 1846, against the "Lady Mary Wood," engaged in the conveyance of the mails in the China seas, 1981-1999—Complaint made on the 21st June 1847, against the "Bruganza" vessel, employed in the China seas, and proceedings taken by the contractors in consequence, 2000, 2001—Complaint of the unfitness of the

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the "Pekin" steam vessel for the mail service in communication with India, 2002-2004—Complaint made on the 2d June 1848 of the detention of the mail packet "Huddington" at Suez for cargo, and proceedings taken in consequence, 2005-2007.

Statement of the Indian and Australian Mail Steam Packet Company that the Peninsular and Oriental Steam Packet Company do not employ steam vessels of the size required by the contract between Suez and Calcutta, and between Ceylon and Hong Kong; offer made by them to do the service at less expense, and result, 2009-2011—Evidence relative to the complaints of the merchants of Canton, of the inconvenience suffered from the irregularities in the performance of the East India and China contract in the case of the "Achilles;" correspondence which took place on the subject, and result thereof, 2012-2029—Delivers in an abstract of tenders on the 19th May 1840 for the conveyance of mails between Falmouth and Alexandria, by way of Gibraltar, &c., 2033.

[Eighth Examination.]—Evidence in detail relative to the arrangement with the Peninsular and Oriental Company for the conveyance of the mails in the China seas, 2336-2338—Further particulars relative to the complaint against the irregularities of the mails carried by the "Achilles," 2339-2342—Complaints of the great inconvenience experienced by the merchants at Hong Kong from the irregular arrival of the mails; their irregularity is attributable to the heavy cargoes carried by them, 2342-2356—Inquiry which has been instituted by the Admiralty as to the arrival of the China mails; no penalties have been at any time enforced for breach of contract against the Peninsular and Oriental Company for the irregular arrival of the mails, 2347-2363—Letter from Rear Admiral F. A. Collier, dated 4 January 1849, confirming the complaints of the merchants of Hong Kong of the irregular arrival of the mails, and attributing the delay to the excessive cargoes carried by the mail packets, 2354-2356.

[Ninth Examination.]—Précis of the contract entered into by the Royal Mail Steam Packet Company on 20 March 1840, for the conveyance of the mails between England, the West Indies, and the Gulf of Mexico; the routes to be taken by the mails, &c., 2427-2550—Complaint made relative to the delay of the mails by the Royal Mail Steam Company's vessel the "Tay;" no penalty was at any time inflicted for irregularities, 2531-2537—Report made by witness to the Admiralty relative to the inefficiency of the West India mail service, as performed by the Royal Mail Steam Packet Company, and steps taken by the company to bring the service into a better state in consequence, 2538-2552—Statement that some of the vessels of the Royal Mail Steam Company were despatched on the West India line without being properly fitted for the mail service, not having a proper number of boats, 2540.

Improvements which were made by the Royal Mail Steam Packet Company between 1842 and 1846 in the West India mail service, but it has never been performed entirely to the satisfaction of the Government, 2563—Modifications which have been made in the contract for the conveyance of the West India mails by the Royal Mail Steam Packet Company, 2554-2575—List of penalties inflicted by the Admiralty on the Royal Mail Steam Packet Company, for misfeasances or non-feasances of the company; how far the payment of those fines has been enforced, 2576-2590. 2593-2596—The contract entered into with the Royal Mail Steam Packet Company was by private arrangement, and not by public tender, 2591—The original contract entered into with the Royal Mail Steam Packet Company for the conveyance of the West India mails contains a list of the places that they are to touch at, but not the time of arrival, 2597. 2598—The contract may expire in 1852, if twelve months' previous notice be given, 2599.

[Tenth Examination.]—Statement in detail relative to the imposition of fines to the amount of 8,000*l.* on the Royal Mail Steam Packet Company, and the circumstances which afterwards led the Admiralty to withdraw the imprest against the company, 2692, 2693—Copy of the original contract between the Admiralty and the Royal Mail Steam Packet Company, dated 20 March 1840, for the conveyance of the West India mails, 2694, p. 188-194—Letter from Sir John Barrow to Mr. H. Longlands, secretary of the Royal Mail Steam Packet Company, dated 30 December 1841, relative to the delay which has occurred in the commencement of their contract for the conveyance of the West India mails, 2694, p. 195.

Letter from Mr. Sidney Herbert to Mr. John Irving, chairman of the Royal Mail Steam Packet Company, dated 13 December 1841, relative to the routes to be taken by the West India mail packets, 2694, p. 195—Scheme proposed by the Royal Mail Steam Packet Company, and printed by the Admiralty for the consideration of Her Majesty's Government, with reference to the company's contract for the conveyance of the West India mails, 2694, p. 196-203—Observations relative to the papers read by witness in his evidence, 2695-2701.

Cunard, Samuel. (Analysis of his Evidence.)—Witness is the originator of the contract line of packets to North America called Cunard's Line, 2049—Public advertisements issued for tenders for the contract to North America; neither of the tenders sent in was accepted;

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accepted; witness took the contract by private arrangement, 2050-2063—The contract will expire in nine years, 2050—Witness took the first contract for this line of communication in July 1840, for nine years, which has just expired, 2061, 2062—Great advantage derived by the country from the establishment of witness's line of packets, 2063-2065—Increase of the revenue derived from postage between this country and America since the running of witness's line of packets, 2064-2077—Evidence relative to the extension of witness's contract; the packets run four times a month instead of twice, as formerly, 2066-2076—Witness has held the contract for carrying the mails to Bermuda for the last twenty-five or thirty years, 2073—Average speed of witness's line of packets running to America, 2075—Services performed by witness's American line of packets under the contract, and amount received from Government for those services, 2078, 2079.

Nature of the contract for the conveyance of the Bermuda mails; services performed and amount received from the Government, 2080-2090—Opinion as to the relative qualities of paddle wheels and the screw propeller, 2091-2098—The screw is an excellent auxiliary to a sailing vessel, but to carry mails with regulated time paddle-wheel packets must be used, *ib.*—For long voyages paddle wheels are unquestionably the best, 2097—Witness conveys the letters intended for distribution in the West India islands to Bermuda; they arrive much quicker that way than any other, 2099—Statement of the distances run by the North American line of Royal mail steam packets annually, showing the rate per mile at which the mails are conveyed, 2100, 2101.

[Second Examination.]—Evidence relative to the coaling of witness's North American line of steamers; stations where the coals are obtained, cost thereof, and average consumption on the voyage, 2239-2253—Cause of witness employing larger vessels on the station than he is bound to do by the contract, 2253—No letters are now sent to America by sailing vessels, they are all sent by witness's line of steamers, *ib.*

Cunard's Line. Witness is the originator of the contract line of packets to North America called *Cunard's Line*, *Cunard* 2049—The contract will expire in nine years, *ib.* 2050—Witness took the first contract for this line of communication in July 1840, for nine years, which has just expired, *ib.* 2061, 2062—Great advantage derived by the country from the establishment of witness's line of packets, *ib.* 2063-2065—Evidence relative to the extension of witness's contract; the packets run four times a month instead of twice, as formerly, *ib.* 2066-2076.

Average speed of witness's line of packets running to America, *Cunard* 2075—Services performed by this line of packets under the contract, and amount received from Government for those services, *ib.* 2078, 2079—Cause of witness employing larger vessels on the station than he is bound to do by the contract, *ib.* 2253—No letters are now sent to America by sailing vessels, they are all sent by witness's line of steamers, *ib.*—See also *Coals.* *Postage.* *Tenders*, 1.

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Departure of Mails. See *Dublin Mails.* *Peninsular Mails.*

Distances. Evidence as to the manner in which the distances from the different ports, from Suez to Calcutta, and from the Point de Galle to Hong Kong, are calculated, *Guthrie* 2035-2039.—See also *India Mails*, 1.

DUBLIN MAILS:

1. *Mode in which the Service was formerly performed.*
2. *Circumstances attending the Formation of the present Contract; Date thereof, &c.*
3. *Acceptance of the Contract by the City of Dublin Steam Packet Company; Performace of the Contract.*
4. *Time occupied in the Transmission of the Mail; how far it might be Accelerated.*

1. *Mode in which the Service was formerly performed:*

Until August 1848 the packet communication between Liverpool and Dublin was twice a day, morning and evening, *Bevis* 4—Since August it has been in the evening by the contract mail packets under the City of Dublin Company, *ib.* 4-6—These Government packets were only on the station four months, from May to August 1848, *ib.* 35-42—The contract packets sailed in the evening and the Government packets in the morning, *ib.* 56-68.

The mails to Dublin are at present sent partly by Liverpool and partly by Holyhead, and have been so since August 1848, *Page* 150, 151—The way in which the service was

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1. Mode in which the Service was formerly performed—continued.

was carried on up to that period was, the London night mail was sent *via* Birkenhead by the Government packet, and thence to Kingstown, *Page 152*—The London day mail went by way of Liverpool, and thence by the contract mail packet to Kingstown, *ib.*—Evidence as to the dispatch of letters from Dublin, *ib.* 214. 222. 237—How far the hour of sailing the contract packets between Liverpool and Dublin was a matter of agreement with the Government at the time the contract was framed, *Williams 449.*

2. Circumstances attending the Formation of the present Contract; Date thereof, &c.:

The contract packets were first employed in June 1839, *Bevis 53*—They were originated by Government when the mails were removed from Holyhead to Liverpool, in consequence of the railroad being established between Liverpool and London; witness does not know any reason for this beyond the object of having two lines, *ib.* 54. 55—The contract between Liverpool and Kingstown was made on the 18th April 1839, to commence on the 20th June 1839, *Worth 763*—The first step that was taken was that the packets were turned over from the Post-office to the Admiralty, *ib.* 764—Public tenders were not called for, *ib.* 765—The Chancellor of the Exchequer asked the Secretary of the Admiralty to communicate with the City of Dublin Steam Packet Company, *ib.* 766, 767—This communication was made from the Secretary of the Admiralty to the company, asking them upon what terms they would undertake the conveyance of the mails between Liverpool and Dublin, and in the event of the Government packets being dispatched from Liverpool in the morning, enclosing a copy of the terms that they would do it for, *ib.* 768-780.

Copy of the contract delivered in and read, *Worth 781, 782. 784*—Witness is not aware of any report having been made to the Lords of the Admiralty previously to entering into the contract, as to the justice and propriety of the charge proposed to be made by the company, *ib.* 787-813—Circumstances attending the formation of the contract; date thereof, &c., *Croker 826 et seq.*—Witness's belief is that tenders were advertised for, *ib.* 828. 831-834. 853—Witness believes that there was no other tender than that of the City of Dublin Steam Packet Company, *ib.* 846—Further evidence as to the Dublin Company being the only party who tendered for the service; with further evidence in detail as to the mode in which tenders were advertised for, *ib.* 952-983.

3. Acceptance of the Contract by the City of Dublin Steam Packet Company: Performance of the Contract:

The service of the contract packets has been most satisfactorily performed; there have been only two instances in ten years in which the service has had to be performed by Government vessels, *Bevis 26-30*—Witness, on the part of the Post-office, has no reason to be dissatisfied with the mode in which the contract is carried out, *Page 153*—The City of Dublin Steam Packet Company has held the present contract ten years; the price paid is 9,000 *l.*, *Williams 259-261*—The service rendered for this sum is that the company undertakes to convey the mails to and from Liverpool daily, starting in the evening from both sides, *ib.* 262.

Size and horse power of the vessels employed; as the evening packets carry a great number of passengers, it answers the purposes of the company to employ a large class of vessels; the price charged for cabin passengers is the same as by the Government packets, *Williams 263-271*—The number of vessels kept to supply the contract is three in summer and four in winter, and also a tender, *ib.* 265—The company has no desire to retain the contract on the present terms and conditions, which are very severe, *ib.* 273—The company would not have taken the contract, even for a much larger amount, if they had had to carry the mail that leaves Liverpool in the morning instead of that leaving in the evening, *ib.* 450.

4. Time occupied in the Transmission of the Mail; how far it might be Accelerated:

The average length of passage from Liverpool to Kingstown throughout the year was twelve hours, *Bevis 9-14*—The average time the mail takes between London and Dublin, by railway and steamer, is about eighteen hours, *ib.* 32-35—With the fast Admiralty packets that have been recently taken off the time was very much reduced, as their average passage was eight hours instead of twelve; this would make the average of the whole time between London and Dublin fourteen hours, *ib.* 35-42—Evidence in detail as to the time the mails take from London to Dublin, with opinions as to the average time in which the distance might be accomplished, *ib.* 69-88. 93-106—The Government packets were of rather greater horse power than the contract packets, *ib.* 134, 135—Opinion that, with respect to the conveyance of the mails, the Liverpool route might be so accelerated as to make it as quick as the Holyhead route, *ib.* 136, 137. 140-141.

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4. Time occupied in the Transmission of the Mail; &c.—continued.

145—There is no maximum time, but there is a Government officer on board, whose duty it is to see that no time is lost, *Williams* 295, 296, 304, 305.

See also *Breaches of Contract*, 2. *City of Dublin Steam Packet Company*. *Coals*.
Cost of Conveyance, 1. *Government Packets*, 3. *Holyhead*. *Liverpool*.
"Medina," The. *"Medusa," The*. *"Merlin," The*. *Passengers*, 1. *Size*
of Vessels. *Tides*. *"Urgent," The*. *Wages of Seamen*.

E.

East India Company. Witness is acquainted with the arrangements which have taken place between the East India Company and the Government relative to the conveyance of the mails on the Indian side of the Isthmus of Suez, *Mason* 1573—How far the East India Company were concerned in the contract between the Government and the Peninsular and Oriental Company for the conveyance of the India mails, *Henderson* 1890-1899.—See also *Bombay Mail*. *Cost of Conveyance*, 2. *Horse Power*.

East Indian Steam Navigation Company. Particulars relative to the establishment of the East Indian Steam Navigation Company in 1839 for affording steam communication with India; this company first effected the communication, *Henderson* 1803. 1811-1814—Evidence relative to the amalgamation of the East India Steam Company and the Peninsular and Oriental Company, *ib.* 1804-1819. 2202-2208.

See also *Amalgamation of Companies*.

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Ellice, Captain. Report by Captain Ellice and W. H. Bond on the Peninsular and Oriental Steam Navigation Company, dated 16 June 1848, *App.* 214-217.

Evans, William Frederick. (Analysis of his Evidence.)—Clerk in the Admiralty, at Whitehall, 2702—Has brought with him the particulars of the Pacific contract; date at which entered into and duration of the contract, 2703-2706—It was entered into by private arrangement between the Lords of the Admiralty and the Pacific Steam Navigation Company, 2707-2710—They were to convey the mails between Panama and Callao and between Callao and Valparaiso, touching at some other ports in their way; the service was to be performed monthly; the price they were to receive was 20,000 *l.* a year; number of miles performed annually for this sum, and rate per mile; data upon which the Admiralty came to the conclusion to offer 20,000 *l.* to the company, 2711-2739—There have been no complaints as to the mode in which the service has been performed; no breaches of contract have come to witness's knowledge, 2740-2743.

F.

Falmouth. See *Peninsular Mails*, 2.

FARES (PASSENGERS):

1. *Alexandria Packets*.
2. *India Packets*.
3. *Malta Packets*.
4. *Peninsular Packets*.

1. *Alexandria Packets*:

Return of the rates of passage between Southampton and Alexandria, *Guthrie* 2047, p. 130—Return of the rates of passage between Southampton and Constantinople, *ib.*

2. *India Packets*:

Examination relative to the list of fares charged by the Peninsular and Oriental Company between Suez and Calcutta, and also between Point de Galle and Hong Kong, *Guthrie* 2040-2046—Statement of the rates of passage money between England and India, *ib.* 2047, p. 125-127—Return of the rates of passage money to India, including expense of transit through Egypt, for cadets, writers, and other junior officers in the Hon. East India Company's service, on their first appointment, *ib.* 2047, p. 126—Estimate of the expense of a passage from Southampton to Bombay, *ib.* 2047, p. 128.

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3. Malta Packets :

Return of the rates of passage between Southampton and Malta, *Guthrie* 2047, p. 129.

4. Peninsular Packets :

Returns of the rates of passage of the Peninsular and Oriental Company between Southampton and Vigo, Oporto, Lisbon, Cadiz, and Gibraltar, *Guthrie* 2047, p. 131.

See also *Reduction of Fares.*

Favouritism. Favour shown by the Admiralty to the Peninsular and Oriental Company in all contracts for the conveyance of the mails; monopoly exercised by them, *Henderson* 1888, 1889—Influence exercised by certain parties to induce the Admiralty to exclude all vessels under 500-horse power from the conveyance of the India mails, thus securing the mails to the Peninsular and Oriental Company, *ib.* 1921-1923—The interests of the colonies and of those engaged in trade there and possessed of steam-vessels are sacrificed to a London company, *ib.* 1936—Evidence as to the charge of favouritism made by witness against the Admiralty as to the contracts, *ib.* 1937-1949—Instances of favouritism which have been practised by the Admiralty with regard to the contract packet service; the Peninsular and Oriental Company have several times broken their contract, and no penalties have been exacted, *ib.* 2190.

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G.

Gibraltar. See *India Mails*, 1. *Peninsular Mails.*

GOVERNMENT PACKETS :

1. Generally.

2. Alexandria Mail Packets.

3. Dublin Mail Packets.

1. Generally :

Opinions that in a general point of view the Government cannot do the Post-office service on the same terms as private companies, *Rep.* iii; *Williams* 391-418. 451, 452.

2. Alexandria Mail Packets :

Estimate of the annual expenses of Her Majesty's steam packets employed between Gibraltar, Malta, Corfu, and Alexandria, *Croker* 1411-1427.

3. Dublin Mail Packets :

The Government packets were upon the station twenty-two years; they performed one voyage daily, *Bevis* 24, 25. 51, 52—It is witness's opinion that three out of the four Government vessels which were put on, about 1839, to do part of the service between Liverpool and Kingstown, were built for war vessels, *Williams* 461-465—There are no Government vessels at present employed on the Liverpool station conveying the mails to Dublin, *Parkin* 486—During the last year there were four, the "Merlin," the "Medina," the "Medusa," and the "Urgent," and a light vessel which was attached as a tender to those vessels, *ib.* 487—The "Merlin" and the "Medusa" were built for the service expressly at Pembroke Dockyard in 1839; the "Medina" went to Liverpool in 1840; and the "Urgent" was purchased of private individuals in 1837, and went upon the service in 1838; the vessels have been about nine years on the average upon the station, *ib.* 488-491—They are wooden vessels, *ib.* 492—How far they might be adapted to war purposes, *ib.* 493, 494—They have been sent to the Mediterranean as packers on that station, *ib.* 493—Respective tonnage and horse power of these vessels, *ib.* 495-498.

Evidence in detail relative to the expenses of the packets as regards wages, allowances, &c., *Collings* 652 *et seq.*—In addition to the expenses of the packets, there was the expense of the establishment on shore; nature of the service of the shore expense; amount thereof in various years, *ib.* 692-710. 716, 717—Statement showing, in detail, the receipts at the late packet establishment at Liverpool in each year from 1839 to its reduction in August 1848 inclusive, *ib.* 733-752. 758-760—Way in which the officers upon the shore establishment at Liverpool were paid, *ib.* 753-757—Return of the

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Government packets employed upon the Liverpool and Kingstown station, showing their names, when and where built, original cost, &c., *App.* 210.

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Guardian Society (Liverpool). The Guardian Society for the protection of trade at Liverpool has memorialized the Government upon the subject of the Dublin mail contract, *Reay* 249—Grounds upon which the society objected to the removal and discontinuance of this contract, *ib.* 250–255.

Guthrie, Robert. (Analysis of his Evidence.)—Nautical inspector in the employment of the Peninsular and Oriental Steam Navigation Company, 2034—Evidence as to the manner in which the distances from the different ports, from Suez to Calcutta, and from Point de Galle to Hong Kong, are calculated, 2035–2039—Examination relative to the list of fares charged by the Peninsular and Oriental Company between Suez and Calcutta, and also between Point de Galle and Hong Kong, 2040–2046—Statement of the distance run and calculation of the mileage rates of mail money under the contract between Her Majesty's Government and the Peninsular and Oriental Steam Navigation Company, for the mail service between Suez and Calcutta, and Point de Galle and Hong Kong, 2047, *p.* 122.

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Statement of the rates of passage money between England and India, 2047, *p.* 125–127—Return of the rates of passage money to India, including expense of transit through Egypt, for cadets, writers, and other junior officers in the Honourable East India Company's service, on their first appointment, 2047, *p.* 126—Particulars of the overland route, outward and homeward, of Aden and Bombay *via* Egypt, 2047, *p.* 127–129—Estimate of the expense of a passage from Southampton to Bombay, 2047, *p.* 128—Return of the rates of passage between Southampton and Malta, 2047, *p.* 129—Return of the rates of passage between Southampton and Alexandria, 2047, *p.* 130.

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"*Haddington*," Steam Vessel. Particulars relative to the complaint made, on the 2d June 1848, of the detention of the mail packet "*Haddington*" at Suez for cargo, and proceedings taken in consequence, *Croker* 2005–2007.

Hamburgh Mails. Evidence upon the contract between Hamburgh and Harwich; it was entered into in March 1849, for one year, and thenceforward until six months' notice be given; it was not taken upon public tender, *Worth* 993–996. 1005 *et seq.*—Failure of Mr. Andrews to fulfil his contract, *ib.*—Statement of the circumstances connected with the London and Hamburgh contract, *ib.* 997–1003. 1005–1028.

Harwich. See *Hamburgh Mails.*

Henderson, Andrew. (Analysis of his Evidence.)—A Seaman; has been connected with the steam communication with India ever since 1828; 1792. 1793—Various communications which took place between the different public Boards between the year 1840 and 1844, with the view of carrying out a more extended system of steam communication, 1794—The determination of the matter of extended steam communication with India was handed over from the India Board to the Admiralty somewhere about May 1844; 1795—Communications which took place between witness and the authorities at the India House and the Board of Control upon the subject of the steam communication

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munication with India, and also as to practically establishing steam communication between Suez and Calcutta, 1796, 1797—On the subject of the steam communication with India being handed over to the Admiralty by the India Board in 1844, witness sent in a tender for undertaking that service, 1798-1801.

Proposition made by the Peninsular and Oriental Company to the Government and the East India Company in 1844 for the transfer of the communication between Bombay and Suez to their company, and the withdrawal of half the communication between Bengal and Suez, 1801—The proposition also was, that they should be paid 80,000 £ a year for the mail between Bombay and Suez, and that six times during the year a vessel should go from Bombay to Calcutta, 1801, 1802—Explanation relative to the 20,000 £ paid to the Peninsular and Oriental Company for the conveyance of the mail between Suez and Calcutta, 1801-1823—Particulars relative to the establishment of the East India Steam Navigation Company in 1839, for affording steam communication with India; this company first effected the communication, 1803. 1811-1814—Amalgamation of the interests of the Peninsular and Oriental Company and the East India Steam Navigation Company for the conveyance of the Indian mails, 1804-1819.

Particulars as to the tender sent in to the Admiralty by witness in 1844 for the conveyance of the India mails, 1824-1831—Refusal of the Admiralty to enter into contracts for the conveyance of the India mails by vessels under 500-horse power; this gave the Peninsular and Oriental Company the monopoly, to the exclusion of all other parties, they being the only parties with vessels of that power, 1832-1848. 1888, 1889—Opinion that it is not necessary to have vessels of 500-horse power for the communication with India; vessels of smaller horse power would answer the purpose quite as well, 1849-1857. 1877-1887—The stated tonnage of vessels is a perfect fallacy; witness has known vessels of 1,200 tons register whose tonnage is only 766 builder's measurement, 1852—Opinion that it was a great hardship on parties possessed of steam vessels in India under 500-horse power to be excluded by the Admiralty from tendering for the conveyance of the India mails, 1856-1871.

Statements made by the East India Company relative to the conveyance of the mails which induced certain parties to employ their capital in building steam vessels, which vessels were excluded by the Admiralty, they being under the required horse power, 1872-1874—This fact should have been taken into consideration by the Admiralty in making the contracts for the India mails, 1875, 1876—Favour shown by the Admiralty to the Peninsular and Oriental Company in all contracts for the conveyance of the mails; monopoly exercised by them, 1888, 1889—How far the East India Company were concerned in the contract between the Government and the Peninsular and Oriental Company, 1890-1899.

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speed as the "Banshee," *Williams* 368 *et seq.*—The company offered the Government, in the year 1846, to build any class of vessels that might be considered advisable, and with the most powerful engines, and to make a tender for Holyhead as soon as the Government was prepared to receive it, *ib.* 368–370—The answer the company got was, that the Government meant to do the service themselves, *ib.* 368—The Holyhead Company received the same reply at the same time, *ib.* 368–370—At the time the City of Dublin Company made their offer they knew about what it would cost, *ib.* 370—They did not calculate on having a rival in the Holyhead Railway Company, *ib.*—At the time the company made the offer they were not aware that the Government were building vessels to run from Holyhead to Dublin, *ib.* 375, 376, 453—Opinion that the wear and tear of the vessels running between Holyhead and Dublin is enormous; they are overpowered, *ib.* 377–390, 419–434.

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1. *Generally*.
2. *Papers laid before the Committee*.

1. *Generally* :

Particulars relative to the contract entered into on the 20th January 1849 for conveying the mails between England, Gibraltar, Malta, and Alexandria monthly; *précis* furnished to witness by the Admiralty on the subject of this contract read, *Croker* 1300–1353, 1473 *et seq.*—Particulars relative to the contract between the East Indies and China, formed in 1844 or 1845; it commences at Suez and terminates at Hong Kong; the service to be performed was to convey the mails between Suez to Point de Galle, Madras, Calcutta, Penang, Singapore, and Hong Kong, once a month; sum which was to be paid for this service, *ib.* 1354–1410—At that time there was a contract existing by which the Government had a contract packet going from Southampton to Gibraltar, and the Government would have had the right of sending the mails by this packet to Gibraltar free of cost, *ib.* 1435, 1436—Still it was not, in fact, a contract for the same service that the estimate was made for; respects in which it differed, *ib.* 1437–1472.

Statement of the conditions that were put out by public advertisement; number of tenders sent in; particulars as to the tender which was received, and the amount thereof; the lowest tender was not accepted, as the parties were not in a condition to carry out the conditions of the contract, *Croker* 1474–1529—Information respecting the modification or alteration of the terms of the contract for the India and China mails

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in 1848-49, *Croker* 1734-1770—Papers delivered in relative to the distances between various points on the India and China lines, *ib.* 1781-1788.

Various communications which took place between the different public Boards between the year 1840 and 1844, with the view of carrying out a more extended system of steam communication with India, *Henderson* 1794—The determination of the matter of extended steam communication with India was handed over from the India Board to the Admiralty somewhere about May 1844, *ib.* 1795—Communications which took place between witness and the authorities at the India House and the Board of Control upon the subject of the steam communication with India, and also as to practically establishing steam communication between Suez and Calcutta, *ib.* 1796, 1797—Opinion that at the time of making of the contract in 1844 for the conveyance of the Indian mails, no new contract was necessary for five years, the contract then existing being binding on the Peninsular and Oriental Company for that period, *ib.* 2194-2203.

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Letter from Mr. James Allan to Mr. James C. Melvill, dated 16 February 1841, relative to the intention of the Peninsular and Oriental Steam Navigation Company to complete, by powerful steamers, the intercourse between England and India presidencies as speedily as possible, *App.* 224—Letter from James C. Melvill to James Allan, dated 19 March 1841, encouraging them, on the part of the East India Company, to extend the communication between England and India, and offering pecuniary assistance for carrying out that object, *ib.* 224, 225—Letter from James Allan to James C. Melvill, dated 13 April 1841, relative to the offer made by the East India Company for furthering the extension of the communication with India, *ib.* 225, 226—Letter from James C. Melvill to James Allan, dated 19 April 1841, in reply, relative to the proposed grant to be made by the East India Company to the Peninsular and Oriental Company, *ib.* 226, 227.

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Calcutta. China Mails. Cost of Conveyance, 2. East India Company.
East Indian Steam Navigation Company. Fares, 2. Favouritism. Horse
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"*Lady Mary Wood*," Steam Vessel. Particulars as to the complaints of the 23d August and 28th September 1846, made against the "*Lady Mary Wood*," engaged in the conveyance of the mails in the China seas, *Croker* 1981-1999.—See also *China Mails.*

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Lerwick Contract. Particulars relative to the contract that was entered into in 1840, for the conveyance of the mails between Aberdeen and Lerwick; evidence generally as to the tenders for this service; amount thereof; amount of the tender which was accepted; *Worth* 854-901. 986-992.

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Mason, John Charles. (Analysis of his Evidence.)—Assistant to the secretary to the East India Company, in the marine department, 1572—Is acquainted with the arrangements which have taken place between the East India Company and the Government relative to the conveyance of the mails on the Indian side of the Isthmus of Suez, 1573—Mode in which the communication has been carried on between Suez and Bombay, 1574—The mail is conveyed monthly between Bombay and Suez by vessels belonging to the East India Company, composing part of the Indian navy, *ib.*—The British Government pays 50,000*l.* a year towards the expense of this conveyance; arrangement under which this sum is paid, 1575-1584.

Evidence in detail relative to the other communication to Suez carried on by vessels of the Peninsular Company under a contract, 1585-1605—Parties whose duty it is to see this contract properly carried out; the contract has been well performed, 1606-1622—Reasons for forming the opinion that the price paid for this service is a high price; there has been a suggestion for a periodical reduction; statement of the estimated cost to the Indian Government of conveying the mail from Bombay to Suez, 1623-1651. 1660-1674—The offer was originally made by the Peninsular and Oriental Company to the East India Company to conduct the whole service, including the Bombay and Suez line, 1652-1659—Penalties have never been inflicted for non-performance of contract, 1674-1684—Before this contract complaints were made with respect to the conveyance of passengers, on account of the vessels being over crowded; there has been no complaint since, 1685-1688.

"*Medina*," The (Government Packet). Actual cost, and cost of repairs of the "*Medina*," during the eight years she was on the Liverpool and Kingstown station, *Parkin* 602-607.

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"*Medusa*," The (Government Packet). Actual cost of the "*Medusa*," employed on the Liverpool and Kingstown station; way in which the cost is arrived at, *Parkin* 527-585—Sum spent on the repairs of the "*Medusa*" during the nine years she was on the Liverpool and Kingstown station, *ib.* 586-595.—See also *Government Packets*, 3.

"*Merlin*," The (Government Packet). Actual cost and cost of fitting and repairs of the "*Merlin*" Government packet on the Liverpool and Kingstown station, *Parkin* 596-601.

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O.

Overland Mails. Statement of the overland route from India to China *viâ* Egypt, *Guthrie* 2047, p. 125—Particulars of the overland route, outward and homeward, by Aden and Bombay *viâ* Egypt, *ib.* 2047, p. 127-129.

P.

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Number of miles annually the vessels that convey the mails in the Pacific run, and rate per mile at which they run, *Just* 2745—Evidence as to the way in which the company got the contract, *ib.*—Amount of money received for the carriage of letters, *ib.* 2746—The trade is very much on the increase, *ib.* 2747—Her Majesty's consul at Panama receives the mails, and forwards them across the Isthmus of Panama, *ib.* 2748—The Pacific Company's vessels sail once a month; it would be a great convenience if the communications were more frequent, particularly as regards the conveyance of specie, *ib.* 2749-2757.

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Paddle-wheels. The navigation of the China seas is totally unfitted to large paddle steamers, *Henderson* 1954—Superiority of paddle-wheel boats over the screw propeller; for long voyages paddle-wheels are unquestionably the best, *Cunard* 2091-2098.

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The cost of the packet service at Liverpool is 9,000*l.* a year; the contract was made entirely by the Admiralty, 195-199—The Admiralty affix penalties for the non-performance of the duty, 200-202—As far as witness's experience goes, which is during the last seven years, he has heard no complaint of the mode in which the service has been done, 203, 204—It is proposed to discontinue the contract packet service from Liverpool to Dublin; mode in which the Post-office propose to carry the letters; hour at which they will be delivered in Dublin, 205-218, 222-247—Evidence relative to the dispatch of letters from Dublin, 214, 222, 237—Witness is aware that considerable objection has been taken at Liverpool to the proposal for discontinuing the present contract packet service; grounds of this objection, 219-221.

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Parkin, George Patey. (Analysis of his Evidence.)—Chief Clerk of the Surveyor's Department in the Admiralty, 485—There are no Government vessels at present employed on the Liverpool station conveying the mails to Dublin, 486—During the last year there were four, the "Merlin," the "Medina," the "Medusa," and the "Urgent," and a light vessel which was attached as a tender to those vessels, 487—The "Merlin" and the "Medusa" were built for the service expressly, at Pembroke Dockyard, in 1839; the "Medina" went to Liverpool in 1840; the "Urgent" was purchased of private individuals in 1837, and went upon the service in 1838; the vessels have been about nine years, on the average, upon the station, 488-491—They are wooden vessels, 492—How far they might be adapted to war purposes, 493, 494—They have been sent to the Mediterranean as packets on that station, 493—Respective tonnage and horse power of these vessels, 495-498.

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Actual cost and cost of fitting and repairs of the "Merlin," 596-601—Actual cost and cost of repairs of the "Medina" during the eight years she was on the station, 602-607—Aggregate expense of the coals burnt by each of these vessels during the time they were on the station 612-619, 637-643, 645—Witness's opinion with respect to the wear and tear of a vessel is, that a vessel to last and run 15 years, which is about the average, will cost nearly as much as her first cost to put her in repair; that is, she would cost that for which a new one might be built, 622-636.

PASSENGERS :

1. *Dublin Mail Packets.*
2. *India Mail Packets.*
3. *West India Packets.*

1. *Dublin Mail Packets :*

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dition which the City of Dublin Company would give the public as passengers even if they had no mail contract, *Williams* 466, 467.

Information relative to the passenger traffic by the Government vessels; number of passengers carried in various years; great decrease therein, *Collings* 718—This decrease was occasioned by the commencement of the contract line by the City of Dublin Company in June 1839, *ib.* 719—Her Majesty's packets previous to this regulation sailed in the evening as soon as the mails were received on board, generally about 6 P. M., and were filled with passengers, carriages, horses, &c., *ib.* 719-726—Between the years 1837 and 1839, when the contract was eventually taken, the service was performed by the Queen's packets, a great number of passengers were then taken by the Government boats, and the fares were a guinea; the opposition company lowered the fare to 9s. 6d., and took away the passenger traffic, *Croker* 942-951.

2. *India Mail Packets:*

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3. *West India Packets:*

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2. Peninsular and Oriental Company.
3. Royal Mail Steam Packet Company.

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1. Particulars relative to the entering into the Contract with the Peninsular and Oriental Company.

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1. Particulars relative to the entering into the Contract with the Peninsular and Oriental Company :

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1. Generally :

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Shipowners. Copy of the petition of merchants, shipowners, and shipbuilders, presented to the House of Commons on 8 August 1844, complaining of the system pursued with regard to the contract packet service, and observations thereon, *Henderson* 2134, 2135.

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WEST INDIA MAILS:

1. *Particulars relative to the Contract entered into with the Royal Mail Steam Packet Company.*
2. *Complaints as to the Manner in which the Contract has been fulfilled.*

1. *Particulars relative to the Contract entered into with the Royal Mail Steam Packet Company:*

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Detail of the manner in which the contract for the conveyance of the West India mails has been fulfilled, *Chappell* 2644.—Complaints are occasionally made of the slowness of the communication with some of the colonies on the West India line of service, and means taken by the company for accelerating the mails, *ib.* 2647–2651.—Difficulties which the Royal Mail Steam Packet Company have had to encounter in bringing the West India mail steam packet service into successful operation, *ib.* 2652.—Letter from Sir John Barrow to M. H. Longlands, secretary to the Royal Mail Steam Packet Company, dated 30 December 1841, relative to the delay which has occurred in the commencement of their contract for the conveyance of the West India mails, *Croker* 2694, p. 195.

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[Second Examination.]—Particulars relative to the contract that was entered into in 1840, for the conveyance of the mails between Aberdeen and Lerwick; evidence generally as to the tenders for this service; amount thereof; amount of the tender which was accepted, 854-901.

[Third Examination.]—Further information relative to the Lerwick contract, 986-992.—Evidence upon the contract between Hamburgh and Harwich; it was entered into in March 1849, for one year, and thenceforward until six months' notice be given; it was not taken upon public tender, 993-996. 1005 *et seq.*—Failure of Mr. Andrews to fulfil his contract, *ib.*—Statement of the circumstances connected with the London and Hamburgh contract, 997-1003. 1005-1028.—Circumstances connected with the contract for the Channel Islands, 1029-1055.

[Fourth Examination.]—Evidence relative to the complaint made by the India and Australia Mail Steam Packet Company to the Admiralty, on the 3d October 1848, that the Peninsular and Oriental Company did not employ steam vessels of the size required by the contract between Suez and Calcutta, and between Ceylon and Hong Kong, 2364-2370.—Particulars relative to the contract entered into with the Peninsular and Oriental Company, in 1848, for the conveyance of the mails from Southampton to Alexandria, 2371-2385.—Complaints made of the irregular arrival of the China mails at Hong Kong, and proceedings taken by the Admiralty for investigating the complaints, and result, 2386-2394.—The complaint of the irregular arrival of the mail at Hong Kong by the "Achilles," is the only one now pending, 2395, 2396.

[Fifth Examination.]—Statement of the circumstances which led to the renewal of the contract, in 1844, with the Peninsular and Oriental Company, for mail service between Southampton and Alexandria; correspondence which took place on the subject, 2397-2414.—Further evidence relative to the complaints of the irregularities in the arrival of the mails at Hong Kong; no penalties have been inflicted on the Peninsular and Oriental Company in consequence of these irregularities, 2415-2426.—Complaint made in January 1849 of the delay in the arrival of the "Pekin" mail packet at Hong Kong, which was attributable to her having an excessive cargo of opium on board, 2415-2419.

R E P O R T

FROM THE

SELECT COMMITTEE

ON

DEBTS FROM FOREIGN GOVERNMENTS.

Ordered, by The House of Commons, to be Printed,
31 July 1849.

Veneris, 15^o die Junii, 1849.

Ordered, THAT a Select Committee be appointed to Inquire into and Ascertain the Amount of DEBTS due from FOREIGN GOVERNMENTS and STATES to the Government and Individuals of this Country.

Lunæ, 18^o die Junii, 1849.

Committee nominated :

Mr. Roebuck.	Mr. Charteris.
Mr. Glyn.	Mr. Henry Drummond.
Mr. Disraeli.	Mr. Alexander Matheson.
Mr. Stuart Wortley.	Mr. Cardwell.
Mr. John Abel Smith.	

Ordered, THAT the said Committee have power to send for Persons, Papers, and Records.

Ordered, THAT Three be the Quorum of the said Committee.

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R E P O R T.

THE SELECT COMMITTEE appointed to Inquire into and Ascertain the Amount of DEBTS due from FOREIGN GOVERNMENTS and STATES to the Government and Individuals of this Country ;—HAVE proceeded in the Examination of the Matters to them referred, and have agreed to the following REPORT :

YOUR Committee have not been able to complete the Inquiry referred to them, though, from the Evidence which they have already taken, they have ascertained that sums of great amount are due by Foreign Governments, as well to our own Government as to subjects of Her Majesty. Much relating to these Debts, however, has still to be investigated, which could not during the present Session be properly inquired into. Your Committee, therefore, have determined not to report the incomplete Evidence already taken, but to suggest that the Inquiry submitted to them should be renewed in the next Session of Parliament.

31 July 1849.

PROCEEDINGS OF THE COMMITTEE.

Veneris, 22^a die Junii, 1849.

MEMBERS PRESENT:

Mr. Roebuck.
Mr. Charteris.

Mr. Glyn.
Mr. Alexander Matheson.

Mr. ROEBUCK called to the Chair.

Martis, 26^a die Junii, 1849.

MEMBERS PRESENT:

Mr. ROEBUCK in the Chair.

Mr. Cardwell.
Mr. Alexander Matheson.
Mr. Charteris.

Mr. Disraeli.
Mr. Glyn.

Witnesses ordered to attend on Monday.

Lunæ, 2^a die Julii, 1849.

MEMBERS PRESENT:

Mr. ROEBUCK in the Chair.

Mr. Glyn.
Mr. S. Wortley.

Mr. Cardwell.

Witnesses examined.

Lunæ, 9^a die Julii, 1849.

MEMBERS PRESENT:

Mr. ROEBUCK in the Chair.

Mr. Glyn.
Mr. Cardwell.

Mr. Disraeli.
Mr. John Abel Smith.

Witnesses examined.

Martis, 31^o die Julii, 1849.

MEMBERS PRESENT:

Mr. ROXBURCK in the Chair.

Mr. Glyn.

Mr. Cardwell.

Report agreed to.

R E P O R T

FROM THE

SELECT COMMITTEE

ON

DEBTS FROM FOREIGN
GOVERNMENTS.

*Ordered, by The House of Commons, to be Printed,
31 July 1849.*

FIRST REPORT

FROM THE

SELECT COMMITTEE OF THE HOUSE OF LORDS

APPOINTED TO INQUIRE INTO

The EXPEDIENCY of a LEGISLATIVE ENACTMENT being introduced
to enable POSSESSORS of ENTAILED ESTATES to charge such
ESTATES with a SUM, to be limited, for the PURPOSE of DRAINING
and otherwise PERMANENTLY IMPROVING the same ;

AND TO REPORT THEREON TO THE HOUSE;

TOGETHER WITH THE

MINUTES OF EVIDENCE.

Session 1849.

*Ordered, by The House of Commons, to be Printed,
6 June 1849.*

FIRST REPORT.

BY THE LORDS COMMITTEES appointed a SELECT COMMITTEE to inquire into the EXPEDIENCY of a LEGISLATIVE ENACTMENT being introduced to enable POSSESSORS of ENTAILED ESTATES to charge such Estates with a Sum, to be limited, for the Purpose of DRAINING and otherwise permanently IMPROVING the same ; and to report to The HOUSE ; and to whom Leave was given to report from time to time to The HOUSE ; and to whom was referred the REPORT of the SELECT COMMITTEE on the charging of ENTAILED ESTATES for DRAINAGE, &c., together with the MINUTES of EVIDENCE presented to this HOUSE in Session 1845 ; and also the EVIDENCE taken before the SELECT COMMITTEE on this Subject in Session 1847 :—

ORDERED TO REPORT,

THAT the Committee have met, and considered the Subject Matter to them referred, and have examined several Witnesses in relation thereto ; and have directed the MINUTES OF EVIDENCE taken before them, up to the present time, together with an APPENDIX thereto, to be laid before your Lordships.

MINUTES OF EVIDENCE.

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Die Jovis, 15^o Februarii 1849.

The DUKE OF RICHMOND in the Chair.

Evidence on the
charging of
entailed Estates
for Drainage, &c.

W. Blamire, Esq.

15th Feb. 1849.

WILLIAM BLAMIRE, Esquire, is called in, and examined as follows :

1. YOU are one of the Commissioners of Inclosure?
I am.

2. A grant of two millions of money was made by Parliament in the year 1846, and parties had the power given to them of applying to your Board to borrow a sum not exceeding 10,000 *l.* for the purpose of draining?

In the original Bill no limit was assigned as to the extent of the applications; it was found, however, before the meeting of Parliament that more than the whole amount of money had been applied for, and Sir James Graham, in the House of Commons, moved that the grant to each individual should be limited to the sum of 10,000 *l.* The original grant was simply for the purpose of draining, but after the distress in Scotland became so severe, from the failure of the potato crop, Government thought it prudent to extend the provisions of the Act, and to allow, in cases of the reclamation of waste land, the expenses of trenching and fencing; that was done by the Amendment Act.

3. Has the whole of that money been applied for?

The whole of the money was applied for almost immediately, upon the country understanding and seeing their way as to the mode in which the machinery of the Act would be put in motion; in the first instance there was so great a dread that the expenses would be so very large as to prevent an immense number of people making any application at all: after the provisions of the Act, however, were properly explained, so great was the desire, on the part of the landowners, and more especially those in Scotland, to avail themselves of the provisions of the Act, that we received in 14 days applications for upwards of a million of money: we received, immediately after the two millions were lent, applications for upwards of half a million more, and I do not know to what extent the applications would have gone if it had not been generally known that the funds were exhausted: I have no doubt if the money could have been obtained we should have had applications for many millions.

4. You have a particular form, have not you, which you send to parties upon their applying for a loan?

The process is an exceedingly simple and inexpensive one: a party makes application for a certain amount, stating what are the lands to be improved, and generally the mode under which he proposes to improve them; upon the receipt of that application, the Commissioners send an Inspector to examine the land generally, and report upon the expediency of the proposed works, and also the best manner of carrying them into execution, no objections being taken by the parties having charges upon the land; the Commissioners apply to the Treasury for power to issue the provisional certificate, which is an undertaking, on the part of the Government, to advance a certain sum of money on certain security, when satisfied, through the Commissioners, that the work has been fitly and duly executed; the terms upon which the money is advanced are 6½ per cent., paid half-yearly for 22 years, which covers both the principal and the interest; the interest is something less than 3¼ per cent.; the fund for the repayment of the principal is something more than the other 3¼: the provisional certificate having been issued, the landowner proceeds to execute the work at his own convenience, and at such times as may best suit him, he forfeiting the unexpended portion of his loan if the work is not completed in five years. When a certain quantity of the work has

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been

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been completed, the landowner makes application to the Commissioners for an inspection, in order to enable him to receive his money: if the drainage accounts are kept in a simple and clear form, and the work well done, the expense incident to that process is very trifling: upon receiving a certificate from the Inspector that the work is properly executed, and that the permanent improvement in the land will not be less than $6\frac{1}{2}$ per cent., the Commissioners report the circumstances to the Treasury, and then receive an order to pay over the money: the process is a very simple one, and so far, I believe, has given great satisfaction, more particularly in Scotland, where the larger proportion of the two millions is in course of being expended. Scotland will receive 1,640,000 *l.*, England 360,000 *l.*

5. Has not a great deal of the money in Scotland been lent upon entailed estates?

We make no difference in entertaining the application, whether the estate is an entailed one, or held in fee; but a very large proportion of the 1,600,000 *l.* has been lent upon entailed estates; in the first instance the landowners generally entertained great fear of making applications where their property was subject to any incumbrance, upon the ground that the parties having those charges would object to an additional and a prior charge being imposed upon the property; many timid landowners hesitated; I had a great correspondence, and so had the office upon that point, and after a short time we completely disabused the minds of the landowners upon it by satisfying them that the only objections that would be taken would be, that they were not borrowing a sufficient sum of money for the improvement of their estates, because the party having the charge was a party to be very largely benefited.

6. Inasmuch as his security was worth a great deal more than it was before?

Yes; and inasmuch as one has never met with any instance where the permanent improvement in the value of the property would not amount to more than $6\frac{1}{2}$ per cent. In many instances we are satisfied that the permanent improvement, where the works are scientifically and sufficiently executed, would amount to 14 or 15 per cent., and in some particular cases to a great deal more even than that.

7. Will you state to the Committee what security you call upon the landowners to furnish?

The lands actually drained: generally the landowner does not strictly limit the security to the Government to the land actually charged, but he often gives the whole of a farm, though a portion of it only may be drained, or a larger extent at any rate than the land actually drained; I do not apprehend there is any difficulty in that respect, because there exists a provision in the Act to release any lands from the liability which the landowner may think fit, upon Government being satisfied that ample security is left to them in the remainder.

8. Have you received any complaints at all from the next heir, after the heir in possession?

I am not aware of any instance in which any complaint has been made, excepting in one instance, where a father and son were not upon good terms, and the son took some objections; but we removed those objections by satisfying him at once how perfectly untenable they were.

9. The whole machinery is very well understood now, is not it, in most parts of Scotland?

Perfectly.

10. Have you or not had any complaints of the working of any part of the machinery?

No; we have had complaints of delay in certain cases; but we are always exceedingly anxious to investigate the cause of the delay, and we invariably can bring it home to the party himself, that he has not complied with the provisions of the Act, or has not kept the accounts in a way that would satisfy the Inspector, and consequently the Commissioners, as to what has been the actual cost; there is no delay in obtaining the money, or in any of the proceedings, provided only that the requirements of the Act are strictly complied with.

11. Is not the practice of your office this, that if a certificate comes up from the Surveyor, and you receive it on Monday, you send it to the Treasury in the course of the same or the next day?

It

It is, and the Treasury are always exceedingly attentive in detaining the application as short a time as possible.

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12. Generally, probably, the warrant upon the Bank of England is sent to the party within three or four days after you receive the application?

I may safely say within a week after the certificate of advance has been registered in the public or private Court in Scotland in which the landowner may think fit to have it registered; upon that being returned, it is sent to the Treasury the same day, and an order for issuing the money is granted within two or three days.

13. Is it registered in England at all?

No, in Scotland; it is either registered in the General Court of Sasine, or in a local one; it has happened that there has been a great pressure of business in the General Court in Edinburgh, and there has been delay there, which was very inconvenient: the quantity of instruments which in the early part of their duties they had to register was so great, that there was considerable delay.

14. Are there any stated periods when the Surveyor inspects the works as they go on?

No.

15. Your Inspector in the country views every drain prior to its being covered in, does not he?

No, we take this precaution in the preliminary inspection; it is one of the directions of the Board to the Inspector to ascertain under whose superintendence the works are to be placed, and to report to the Board whether that individual is really trustworthy; if the report is in favour of the trustworthiness of the party superintending the works for the applicant, we do not feel that we ought to subject the landowner to any expense that can fairly be avoided; the Inspector, when going to certify the accuracy of the work, would have examinations made here and there, to see that the drains are of the depth generally specified, and that the work is properly executed, and to exercise his own discretion in satisfying the Board that there has been no want of care, and no trick, in fact: we have had more instances than one where drains have been represented to be four feet deep, but which, upon testing them, we found, at a certain distance from the outfall, not to be more than two feet; in those cases, of course, our confidence is destroyed, and we feel it necessary to keep a sharp look-out after the parties for the future, and we disallow the money till the work is properly done: in your Grace's case we were satisfied that your Grace's works were under the inspection and care of as able a man as we could have found; that he had your interest at heart, and that he would not allow the works to be improperly executed: in Scotland, it is very usually the case that the occupying tenants are the parties charged with the execution of the works; in those cases a very much more strict supervision is absolutely necessary, because the interests of the occupying tenant and of the landowner are not identical; the tenant too frequently has the mere object of getting the drains executed in a manner that will, as he believes, answer his more temporary purposes, without reference to the permanent interests of the estate.

16. Is there a plan kept of the drainage works?

In all cases we urge the parties to keep a plan of their workings, so that if any drain goes wrong, they may at once know the actual *locus in quo*, and open it there.

17. Is that at the option of the party superintending the works?

No, that is at the option of the landowner himself.

18. Unless he chooses to do it, that part of the business may be neglected?

It may be said that a landowner ought to be allowed to exercise his own discretion in the matter; he has a rough sketch of the position of the drains in each field, and it would entail upon him a greater expense if they went wrong not to know exactly where to find them. For the period during which the Government has an interest in the question there would be no difficulty at all in finding the exact position of the several drains; the great object is, at a more distant period to be able to know their exact position.

19. You would recommend it in all cases?

(A. I.)

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Certainly;

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Certainly; one great difficulty in enforcing such a requisition would arise in the case of the large pastoral estates in Scotland, where the proprietors have no plans, and where they would think it a serious hardship to be compelled to have plans made.

20. Supposing a gentleman wished to purchase an estate in England, upon the security of which this money had been lent; what means would the proposed purchaser have of knowing that money had been lent upon that estate? Is there any record kept by which a party, when he wanted to purchase an estate, would be aware that there was such a charge upon it?

By taking the trouble of going to the Inclosure Office, he might know at once what sum had been advanced, and what sum remained unadvanced.

21. He would have a right to do that, would he?

Yes; the money is lent to the estate; and in case of death, or the sale or transfer of it, any new party in possession of the estate would have his own option as to carrying out the works, and obtaining the whole of the money originally applied for.

22. The Committee have been speaking of the drains which have been generally made in Scotland; they have been constructed either with tiles or stones, have not they?

Every variety of drain has been made use of in Scotland; in moss, wedge draining and open-sheet draining have been adopted; there has been a great variety of modes of draining. The Commissioners have done all they could do fairly, as it appeared to them, without acting in a very arbitrary manner, to discountenance the use of stones in draining, and I am glad to be able to say, from the erection of numerous tileries in various parts of Scotland, that during the next season I hope we shall have very few drains put in with stones: proprietors generally are now satisfied without having reference to the superior efficiency of tile-drains; but, looking merely to the cost of draining by tiles is so much less, that, for their own sakes, they are willing to adopt them where they can be had.

23. With regard to the proportionate expense, would not that depend upon whether there was a large quantity of stones upon the land or not?

No; I think I could show clearly that it would be much cheaper to buy tiles at the ordinary price than to use stones, even if you have those stones in the field.

24. Is the preference owing to the difference in the expense, or the great superiority of tiles over stones?

We believe that the tiles are so infinitely superior to stones, that, except in particular stations, where you get your stones down to a rock foundation, it is highly impolitic to use stones at all. There are few situations where stone drains will not choke up in process of time unless they are put in in so expensive a manner as to be a perfect substitute for a tile.

25. Are not you of opinion that tiles will also choke sometimes?

By accident; but I have no belief that a pipe-tile properly put in will ever choke; if it did so, it would be so in a few years after it has been put in, in all probability; if it stands for a given time, I do not think there is any reason why it should not stand permanently.

26. Does not it sometimes choke when the water is of a particular quality; for instance, when it is very pure?

Water strongly impregnated with iron has a great tendency, in many cases, to leave a deposit upon the tile, which thereby becomes liable to choke up; but that is only an occasional difficulty.

27. You used the word "pipe" just now; do you, in all cases, recommend the use of pipe-tile in preference to a horse-shoe form?

We know them to be much cheaper, and we believe them to be much better; we are not authorized to enforce it, and should not dream of doing so; but the expense of draining by pipe-tiles is considerably less than that of draining by horse-shoe tiles.

28. Are you of opinion that they are equally secure against getting dislodged?

Individually I believe so, if they are properly put down in the first instance: much

much must depend upon the skill of the workman in making the drain: the groove for receiving the pipe should be so nicely scooped out as closely to receive the pipe, and not to allow of its moving: where the workmen are not thoroughly experienced, the Board recommends strongly in all cases the use of collars; I fancy that the additional expense of collars is a prudent and a wise expense, and that by no possibility can a tile get wrong or displaced, unless by being broken, if the joints are coupled together with a collar.

29. Supposing you are working through land in which there are beds of sand, has not that a tendency to displace the pipe-tile, unless there is very great care used in placing it?

It is a very difficult matter to cut through springs from which a large quantity of runnings and issues; but the best security clearly is a pipe and a collar, and taking care to protect the joint, in the first instance, with heath or any other substance that can be got, till the soil settles, and becomes a compact and firm body.

30. Is the collar a part of the pipe?

No, it is a half or quarter pipe of a size larger, so that it fits over the joint.

31. Might not it occur that in tapping a sand-bed for the first time a pipe would hardly answer the purpose; whereas probably in a short time it would perfectly succeed?

I do not suppose that; it might be so, but it would not be usual.

32. A quicksand is by far the most difficult soil to drain, is not it?

Yes; the old principle adopted in England was probably as good a one as could be adopted when wood was of little value, to put down wooden troughs through those places; I have taken wooden troughs up which have been down more than 100 years as perfect as possible.

33. Does not that apply very much to moss-draining?

Yes, or to clay, with sand-beds in it.

34. Has it ever been brought under your notice that roots of trees have in some cases got into the tile, and entirely choked it, more particularly those of the ash-tree?

Yes, and the roots of coltsfoot, and various plants which are aquatic plants, are exceedingly troublesome; I have seen large conduits run together with roots in a manner that would be perfectly inconceivable to anybody who had not witnessed it.

35. Can you give the relative prices of draining with stones and draining with tiles?

The ordinary cost of stone-draining may range between 8*l.* and 12*l.* an acre; the ordinary cost of draining with pipe-tiles may range from 4*l.* to 5*l.* 15*s.* an acre: there are cases where the expense of stone-draining has been, of course, a great deal more; on your Lordship's own estate at Castle Howard you have as striking an instance as can be found in the Kingdom; some of your Lordship's drains, put down by Mr. Henderson, who is a very able man, and who kept most accurate accounts, cost 19*l.* an acre, whilst on your Lordship's Morpeth estates some of your drains have cost nearly 17*l.* an acre; those are very large sums, and I am sure, from the gentlemen who had the superintendence of them, that the work was done as economically as it could be, so as to make it, according to their own view, perfectly efficient.

36. And now it is done for less than 5*l.*?

Yes.

37. When you speak of the range of price of tile-draining, of course you have reference to the distance apart at which the drains are placed; but, in making the calculation, what depth of drain do you calculate on?

The depth of drain now usually adopted is four feet for tiles; stone drains range, perhaps, from 24 inches to 30 inches. We had great difficulty in getting landowners to agree to put in deeper drains; but I think we are now in a fair way of satisfying them, that unless they consent to put in drains at a depth that will overcome the succulency of the surface-soil in drawing the water upwards, no *pro tanto* good will be effected. From experience, I think it is now generally found, that at the depth of four feet you destroy, or at any rate weaken, so

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effectually the succulency of the surface-soil, that the rain-water and the air get down into the earth sufficiently for that depth to warm it, and to raise the temperature.

38. In speaking of a range of prices from 4*l.* to 5*l.* 15*s.*, you assume a depth of four feet?

Certainly.

39. With a depth of four feet, what would you consider should be the extreme range of the closeness or distance of the drains one from another?

The range of distance would be from about 24 feet to 40 feet: there is, of course, a great difference as to the expense of cutting; some soils are much more easily worked than others, and that is an element which necessarily varies the expense of draining.

40. Did it ever happen to you to observe land which might be effectually drained at three feet, and other land which could not be effectually drained under five feet?

In the case of spring-draining there can be no limit; you must get below the spring; there are parties who systematically drain five feet deep: whether there may not be an unnecessary expense, because the expense of cutting an additional foot is very great, I am not prepared to say. The succulency of soils varies very remarkably, and science has not yet sufficiently advanced to enable us to know, from an examination of the soil and its component parts, in what respects it will so vary.

41. Have you ever been obliged to call upon a landlord to give additional security beyond what he proposed to give?

No; we have been obliged to do this: in several instances we have been obliged to allow only a certain proportion of the money which he had actually expended to be charged upon the estate, lest the security to the Government should not be ample; but I should premise that that was in the case of lands which had been reclaimed for the purpose of cultivation, where the expenses of trenching and fencing were also to be added to the expense of draining.

42. Where it has been simply for drainage, there has been no demand for further security?

I do not recollect any instance, and I can hardly conceive of any instance; the draining must be very expensively performed if it will not pay 6½ per cent., which is the utmost we have the power of charging.

43. The only case where you have called for that additional security has been where other operations beyond that of draining have been applied to the land?

Certainly.

44. Would there be any difficulty, supposing a Company were formed with the object of lending money to landowners for the permanent improvement of their estates, in your office undertaking it, putting it on the same footing as the Million Act, of course, with the exception of interest?

I am not aware that the machinery and staff of the Inclosure Office would not enable the Commissioners to deal with any number of cases which might come before them; the only difficulty that would occur to me would be this, that by such a proceeding you would make it an exceedingly expensive operation; I assume, probably, your Grace's question to have reference to the Bill which I observe was laid upon the table of the House last night, which I have not had an opportunity of thoroughly examining: to a great extent it is upon the principles of other Land Drainage Acts which have already received the sanction of the Legislature, which contemplate the work being done by a Company. The Bill which has now been introduced, so far as I had an opportunity of looking at it this morning, provides, and in that it would appear to me to be a great improvement upon the former Bills, that before a charge can be fixed upon the estate, the Company must satisfy the Inclosure Commissioners that the work has been duly and fitly executed. In the Cheshire Bill and the Exeter Bill there is no provision of that sort; all that is required is, that when the work has been performed, the Company should prove, by a certificate before a magistrate, the fact of the expenditure that they are authorized to charge upon the estate, without satisfying any party that the work has been officiously performed:

performed: so far as I had an opportunity of looking at the new Bill this morning, it would be a great improvement, inasmuch as there would be, as I think clearly there ought to be, a provision compelling the party charging the property to show that the work had been properly and efficiently done; but then this difficulty, it occurs to me, will arise, that you will make it a very expensive process.

45. Are not you aware that in Scotland, in many instances where this money has been borrowed, the tenant has undertaken to pay $6\frac{1}{2}$ per cent.?

Yes, we know that; in those cases we are bound, as I stated before, to exercise a very strict supervision to see that the work is properly performed, because there have been cases of deception where the tenant has a mere temporary interest.

46. So that it may be possible that the actual possessor of the estate may have no real interest?

Certainly.

47. Are you also aware that many landowners in Scotland pay $1\frac{1}{2}$ per cent. themselves, the tenant paying 5 per cent.?

We do know that fact, though not officially.

48. You do not object to making an outfall to take away the water from the drains, do you?

No, we sanction very large expenses in making outfalls, as being essentially necessary for the drainage of the estate.

49. If a field, as is the case with a great many fields, particularly in Scotland, is full of stone, do you permit the trenching of that field to be part of the drainage expenditure?

The Act sanctions the trenching of all waste lands, that is, lands which have never been in cultivation, for the purpose of encouraging the extension of cultivation.

50. That is under the Amendment Act?

Yes.

51. Has that been carried into execution?

Yes, it has been acted on to a large extent.

52. To what extent does that go?

We are only limited by receiving an answer that the money expended will pay the $6\frac{1}{2}$ per cent. prescribed by the Act: we are bound to see that the work has been duly and properly performed in all its parts: we know what the drainage has cost, we know what the trenching has cost, and what the fencing is, and how far it is likely to be permanent: we are bound, before we can certify and satisfy the Government that they may safely lend the money, to know that the work has been done as it ought to be, and that it will be permanent.

53. Do you exercise any discretion as to the price?

If the proprietor should think fit to expend a large sum of money which would appear to us unnecessary, and a sum beyond what $6\frac{1}{2}$ per cent. would pay, we should only allow for those works a sum that would meet the payment of the $6\frac{1}{2}$ per cent., and that we occasionally are necessitated to do: we have instances in Scotland where, in the reclamation of waste land, so large a sum as from 22 *l.* to 24 *l.* an acre has been expended in the three items of drainage, trenching and fencing, and that is in cases where the parties proposed to create new farms; how far they may find it answer their purpose I should think is doubtful. I think, adding to 22 *l.* an acre the expense of farmsteads and roads, and all the other expenses incident to the creation of a new farm, would not answer. The Act, it would appear to me, most wisely provided for the extension of arable land in pastoral districts generally, because in many situations it is almost impossible to say of what value the extension of his arable land may be to a stock-farmer. Many of the large pastoral sheep-farms of Scotland have so very small a proportion of arable land, that the farmers are obliged to send their young stock down to the low country, a distance sometimes of 200 miles, to winter, and then only obtaining a very precarious and bad winterage; whereas, by obtaining an extension of arable land upon their own farms, they can winter their stock at home, giving them a proportion of turnips, without which they cannot keep young sheep in health. Therefore it is impossible to estimate what the advantage of a certain

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addition to the arable land attached to a pastoral farm may be; but it is a widely different thing to contemplate the creation of new arable farms in a situation of that sort, where pasturage is not the great consideration.

54. In a case where 24*l.* an acre has been expended, how much have you allowed?

We allow the whole of it to the extent of the 24 *l.*, but, in addition to that, the proprietor has the expense of the farmsteads and roads, and so on.

55. Therefore the next heir cannot be injured?

No; and we take care also to get a much larger extent of land in charge to the Government than the quantity of land actually improved in cases of that kind.

56. You are satisfied in such cases, that the value will be improved to the extent of 6½ per cent. annually upon 24*l.*?

Yes, for ever.

57. Which is all you have to look to?

Which is all we have to look to.

58. Will you explain to the Committee what is the operation of trenching as a permanent benefit to the land?

The operation of trenching is, in fact, subsoiling with manual labour to the depth of 12, 14 or 18 inches, according to particular circumstances.

59. And removing stone and rock?

Yes, and levelling the surface; in many lands so reclaimed pits have been dug out, and there are great peat pots and inequalities of the surface which require to be levelled.

60. In that case how do you secure that it shall be a permanent benefit?

If the land is at once put into a fit state for arable husbandry, we suppose it will always so continue, that land being in situations where arable land is of very great value as contrasted with pastoral land.

61. You have never advanced money for trenching without draining?

No, we have no power to do so; the Act is a Drainage Act, and draining must be the foundation.

62. You are not authorized to pay for fencing, except it is for the purpose of reclamation where draining has been carried out?

Certainly not.

63. You stated in a former answer, you took care that there should be a larger extent of land included in the security than that which was immediately improved; to what extent does that precaution go?

To an extent that would make it quite clear that the security was ample: land-owners very rarely make any difficulty upon that point; they are exceedingly liberal in the extent of land they give in charge to the Government; the Act contains a provision authorizing the Commissioner subsequently to release a proportion of the land originally given in charge if they are satisfied that the remainder is adequate security for the loan.

64. You may extend the demand for security to any extent that you please; for instance, if a man wished to improve 100 acres, you could include in the security 500?

That would be a matter of arrangement between the person himself and the Board, which is clothed with a discretionary power.

65. If you are satisfied in your own mind that the security is such as to authorize you to certify that the improvement upon the land to be reclaimed is sufficient to cover at least 6½ per cent., what justification have you in including in the security any additional land, the including that land being, of course, an extra charge upon the next heir?

We should never dream of doing so: the case in reference to which the question arose was a speculative improvement upon the part of a certain individual who was not content with reclaiming a certain addition to the arable land of a pastoral farm, but was proceeding to reclaim a large extent of land, in order to create an arable farm.

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66. If a new farm has been created, and the expenditure has been incurred, and you were satisfied to certify that the improvement effected would produce 6½ per cent. upon the outlay upon that land, what justification have you for taking the collateral security of any other land? *W. Blamire, Esq.*
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Simply because it would be a matter of opinion whether the land would be worth 6½ per cent. or not; it must depend upon the remainder of the improvement being carried out.

67. Is not that matter of opinion precisely the point upon which the responsibility of the Commissioners is brought to bear?

We feel strongly that we ought to be cautious, and not run the risk of prejudicing the Government by taking a less security than we are satisfied will be sufficient; the question, however, has never been raised; where parties have expended large sums, they have always given us, of their own free-will, more than the land actually improved.

68. Have not you a double responsibility, one to the Government, and the other to the heir, upon whom you are authorized, in certain cases, to cast a burthen?

Unquestionably.

69. Are not you, therefore, bound to disallow any expenditure, unless you are satisfied that there will be such a return as not to prejudice the heir to the property?

Unquestionably we endeavour to exercise our judgment to the best of our power in taking care that the property is not charged more than it will pay.

70. Ought not the same security which authorizes you to impose that burthen upon the heir to be sufficient to authorize you to sanction the expenditure upon the part of the Government, without calling for any additional security?

No doubt: we feel we have a duty to discharge both to the Government and to the remainder man. As I have before stated to the Committee, we have instances where the works performed cost more than we were satisfied would be met by the 6½ per cent., and we have disallowed that; in the case, however, as to which I was speaking, it was a case in which the owner of the estate holds it in fee.

The Witness is directed to withdraw.

WILLIAM BROUGHAM, Esquire, is called in, and examined as follows: *W. Brougham, Esq.*

71. YOU are a Master in Chancery?
Yes.

72. Have any cases come before you, as Master in Chancery, under the 3d & 4th of Victoria, chapter 55, and the 8th & 9th Victoria, chapter 56?

Since I was summoned here to-day, I have made inquiries in Southampton Buildings, to ascertain the number of references which have been made under either or both of those Acts; and I find, not to my surprise, but I dare say it will be to the surprise of your Lordships, that we have only had six references. There are five Masters who have had none, and five who have had among them six: I have, myself, only had one, which is the case that I gave your Lordship the particulars of last year.

73. Will you have the kindness to state the facts of the case which has come before you?

As far as I collect, the object which your Lordship had in asking me to procure this information, was for the purpose of explaining to the Committee, in the most practical manner, the mode in which the Acts of Parliament have worked in the very few cases which have been referred to. A. B., the Tenant for Life under a Will, took advantage of the Drainage Act to make an application, by Petition to the Lord Chancellor, for a reference to me to allow an improvement to be made by him, in the way of draining a portion of the estates. After the inquiry had been worked, he was very much surprised to find that it cost him a great deal more than if he had proceeded under the reference which was originally made in the Cause which had been instituted many years ago, to administer the Trusts (4. 1.)

W. Brougham, Esq. of the Will under which he took his life estate, and he made great complaints of the expense; in consequence of those complaints, I investigated the matter to ascertain why it had been so expensive, and the reason why it has been so expensive I will shortly proceed to state. The first Order was made on the 31st of March 1843, under the 3d & 4th of Victoria, chapter 55, to inquire whether A. B. is Tenant for Life of the lands in the Petition mentioned, and if so, who is entitled to the next estate of inheritance, and whether the person so entitled is under 21, and if so, who is a proper person to be served with the Petition. The parties who attended me on this Order were the Solicitor for the Petitioner, the Solicitor for the Trustees of the Will, and the Solicitor for the first Tenant in Tail; these three attended from the first. Between 31st of May and 11th July, I was attended four times, and my Report was signed on the 12th July. Out of nine Warrants taken out, and upon each of which three Solicitors would be entitled to his 6s. 8d., I was attended only once; namely, on the 10th of June, when I find the following entry in my note-book, as the result of the inquiry—"Report to be that A. B. is Tenant for Life, and that X. Y., as Tenant in Tail, is the person entitled to the next estate of inheritance; that he is an infant under 21 years of age, and that by my former Report in the Cause of A. B. v. Z., the mother of X. Y. is his Guardian, and therefore that I consider her the proper person to be served." My Report of July 1843 having been confirmed, another Order was made on the 12th January 1844, also under the 3d & 4th of Victoria, chapter 55, to inquire whether it would be for the benefit of the estate in question that any and what permanent improvements should be made by draining, &c. On this inquiry 12 Warrants were taken out, the same three Solicitors attending; I was myself attended three times; on the first (27th February), my note is, "Evidence to be given as to the draining, showing the necessity and the advantage to the estate." On the next (19th April) my note is, "Rental of the H. Estate to be furnished, and evidence that an outlay of 7,620*l.* will pay 7 per cent., subject to this, the affidavits are sufficient as to the other points." At the third attendance (24th June), my note is, "The Report to be as at first decided, but that A. B. may have the benefit of the outlay already incurred, or to be incurred hereafter from time to time in respect of draining; the times at which such outlays have been made will be taken into consideration when I come to inquire and settle what he is entitled to charge upon the estate, to receive by way of interest under the Act of Parliament: Report to state, that the draining upon 1,800 acres should be done to the extent, not exceeding 4*l.* 5s. per acre." My Report was signed on the 16th July; and the finding was, that it would be for the benefit of the lands, and beneficial to all parties interested therein, to make permanent improvements in the lands comprising the said H. Estate, of which A. B. was Tenant for Life, by draining 1,887 acres 3 roods and 7 perches, with tiles, stones and other durable materials, in a permanent manner, under the provisions of the said Act, at an expense not exceeding 4*l.* 7s. 3d. per acre. On the 27th July 1844, another Order is made in the matter of the H. Estate of the 3d & 4th Victoria, chapter 55, and of 8th & 9th Victoria, chapter 56, "That A. B. be at liberty to make the permanent improvements in the lands comprising the said H. Estate, to which the Petitioner is entitled, as in my Report was mentioned, by draining the same with tiles, stones or other durable materials, in a permanent manner, and when any of such improvements had been made, it was ordered that the Petitioner should be at liberty, from time to time, to go in before me; and it was ordered that I should inquire and state to the Court, whether such improvements had been properly made, having regard to my Report bearing date the 27th day of June 1844, and whether the annual value of all or any part or parts of the lands so drained was increased by such draining to an amount equal to 7*l.* per cent. at least on the sum to be charged thereon, and in what manner any charge to be made on the lands so improved ought to be made or charged thereon; and after I should have made my Report, such further Order should be made as should be just." The first proceeding on this Order was on the 19th February 1846; ten Warrants were taken out. In the course of the inquiry, evidence was produced to show me that the annual value of such part of the lands as had been drained, had been increased more than 7 per cent. on the sum which had been laid out thereon. On the 24th of July I signed my Report, finding that A. B. had made permanent improvements by draining, and had expended 2,496*l.* 18s. 10d. up to 6th April 1845; that they had been properly made under my Report of the 27th June 1844; that the annual value of lands had

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had increased more than 7 per cent. on the outlay; that the tenants and occupiers had consented; that all the lands of the H. Estate ought to be charged with the sums so laid out, with interest at 5 per cent. until repaid; and that A. B. should be allowed 15 years to pay off the principal, by 15 annual instalments, and that A. B. should, during his life, so long as the said sum remained charged on the estates, keep down the interest on the same pursuant to the Statute 8th & 9th Victoria, chapter 56. I have added to this statement a calculation of the probable costs of the proceedings in this (which was by no means a complicated) case, and endeavoured to ascertain what the additional costs would be, as compared with Mr. Murray's estimated Bill of Costs, and I find that upon the most moderate computation, the costs would be 128*l.* 5*s.* 8*d.*, instead of 20*l.*, as stated by Mr. Murray.

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74. The estimated Bill of Costs of Mr. Murray, which you refer to, is the one contained in the printed Minutes of Evidence taken by the Committee of last year, upon the 5th of February 1848?

Yes; in the first place Mr. Murray supposes that the Master would be satisfied that the Solicitor for the Tenant for Life, who wishes to charge the settled estate, should represent also the interests to be protected; and, in the next place, he assumes that an uncontested case is to cost that small sum; I would refer to this case of A. B.; that was as uncontested as a case could possibly be; all the parties were anxious that between 7,000*l.* and 8,000*l.* should be laid out in draining; there was no contest, and nothing was done except what the Act required.

75. Where the father and the son were agreed, there would be no objection to their employing the same Solicitor, the next heir wishing it?

I should say you might safely leave the Master to be the judge whether there should be more than one Solicitor, or whether the interests of the Remainder-man might be entrusted to the Tenant for Life's Solicitor.

76. In the supposed case of a father and son joining together to borrow upon the security of a property, do you consider that Mr. Murray's estimate is necessarily an under estimate?

I think it is; one cannot conceive the case of a settled estate without Trustees, and the Trustees must be present; you cannot compel the Trustees to appear by the Solicitor who represents the Tenant for Life.

77. Was not one of the great items of expense, in the case of which you have given the details to the Committee, owing to the next heir being a minor?

It added a Guardian; but after the first proceeding, when the fact was ascertained, I made the Guardian and the Infant appear by the same Solicitor.

78. Have you a paper to produce to the Committee which was prepared by one of the Taxing Masters?

I have; it was prepared by my desire, for the purpose of ascertaining whether the sum estimated by Mr. Murray might be taken as a fair criterion of the expense.

The same is delivered in, and is as follows:

ESTIMATED COSTS of Proceeding in the Matter of the Hylton Estate.

	£.	s.	d.
Amount of Costs of obtaining Order of Reference of 31st March 1843, and of proceedings thereunder, according to Mr. Murray's estimate - -	29	-	4
Add increase in consequence of three parties instead of one only attending the Master, as per estimate annexed (A.) - - - - -	12	-	8
Costs of confirming Master's Report of 12 July 1843, and of obtaining Order of Reference of 12 January 1844, as per estimate (B.) - - - - -	15	13	4
Costs of obtaining Master's Report of 27 June 1844, as per estimate (C.) - - - - -	20	2	-
Costs of confirming Report of 27 June 1844, and obtaining further Order of Reference of 27 July 1844 - - - - -	15	13	4
Costs of obtaining Master's Report of 23 July 1846 - - - - -	20	2	-
Costs of obtaining Order confirming Master's Report of 23 July 1846 - - - - -	15	13	4
£.	128	5	8

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ESTIMATE of Increase of Costs over Mr. MURRAY's Estimate of Proceedings under Order of Reference of 31st March 1843.—*Re* Hylton Estate.

	Costs on Mr. Murray's Estimate, assuming the Facts and Report to be 20 Folios each, and one Party only attending.			Costs, assuming Facts and Report at 36 Folios each, and Three Parties to attend.		
	£.	s.	d.	£.	s.	d.
Warrant to consider Order - - - - -	-	5	6	-	10	6
Attending - - - - -	-	6	8	1	-	-
Drawing Facts - - - - -	-	13	4	1	4	-
Two Copies for the Parties - - - - -	-	-	-	1	4	-
Warrant on leaving Fact, Copies and Service - - - - -	-	5	6	-	10	6
Warrant to proceed - - - - -	-	5	6	-	10	6
Attending Warrant to proceed - - - - -	-	6	8	1	-	-
Second Warrant, and attending - - - - -	-	-	-	1	10	6
Paid for Draft Report - - - - -	-	6	8	1	16	-
Close Copies - - - - -	-	6	8	1	16	-
Warrant to settle Report - - - - -	-	5	6	-	10	6
Attending Warrant to settle - - - - -	-	6	8	1	-	-
Second Warrant to settle Report, and attending - - - - -	-	-	-	1	10	6
Warrant to sign Report - - - - -	-	5	6	-	10	6
Paid for Report transcribing - - - - -	-	2	6	3	8	-
	£.	6	- 10	18	1	6
				6	- 10	
				£.	12	- 8

(B.)

ESTIMATE of Costs of Application to the Court to confirm Report.

	£.	s.	d.
Instruction to confirm Report - - - - -	-	6	8
Drawing same (say 40 folios) - - - - -	2	-	-
Five Copies to present to be answered for the Judge to serve - - - - -	3	6	8
Three Counsels' Briefs and Fee - - - - -	6	-	-
Attending Court, three parties - - - - -	2	-	-
Order and entry, and settling - - - - -	2	-	-
	£.	15	13 4

(C.)

ESTIMATE of Costs of obtaining Master's Report.

	£.	s.	d.
Warrant to consider Order - - - - -	-	10	6
Attending - - - - -	1	-	-
Drawing Facts, 36 folios - - - - -	1	4	-
Copies thereof - - - - -	1	4	-
Warrant on leaving Facts, Copies and Service - - - - -	-	10	6
Two Warrants to proceed, Copies and Service, and attending - - - - -	3	1	-
Paid for Draft Report - - - - -	1	16	-
Close Copies - - - - -	1	16	-
Warrant on preparing - - - - -	-	10	6
Two Warrants to settle and attending - - - - -	3	1	-
Warrant to sign - - - - -	-	10	6
Attending - - - - -	-	6	8
Transcribing, &c. - - - - -	3	8	-
Filing, &c. - - - - -	-	13	4
	£.	20	2 -

79. Do

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79. Do you think any plan could be adopted with a view to the saving of expense in the Court of Chancery, without diminishing the security to the Remainder-man?

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I have not a doubt of it. There is an Act which passed last Session, and which is now at work for the first time, and which it appears to me would, in principle, form an exceedingly good guide for framing an Act for the purpose which the Committee have in view; it is what is called the "Winding-up Act" for winding up the affairs of Joint Stock Companies; it was found to be quite impossible to wind up Joint Stock Companies, consisting of a large number of Partners, by any common process already known in the Court of Chancery, for settling the affairs of a Partnership Estate, because, in the first place, it would be necessary to make every Partner a party to the Suit, and if any one died, the Suit would be abated, and there would be an end of all proceedings until you could get his representatives before the Court. This Act accordingly was brought in by the Board of Trade last year, and passed by Parliament for the purpose of meeting this difficulty; that Act works in this way: upon the Petition of any contributor, who is a Shareholder, to the Court of Chancery, a reference is made directing the Master to proceed to wind up the affairs of the Company. The Act gives the Master almost unlimited power, and places him entirely in the situation of the Court, but subject of course to appeal; he then proceeds to appoint a Manager, who is to assist him in winding up the affairs of the Company; he directs whether a Solicitor is or is not to be employed; he directs who is to attend, and he regulates every proceeding before him exactly as if he had, which in fact he has by the Act, original jurisdiction; and that is the whole secret of the economy of that Act. It is difficult to say to what extent it will continue to work well, because it has been in operation so short a time; but from what I have seen of it, I have no doubt very complicated matters will be settled by that Act, as advantageously as the most simple cases. Applying and extending the principle to the Drainage Act, I should recommend that the Master should have original jurisdiction in entertaining the application; that would save the expense incurred by the mere form of going through the Court. It is a Petition almost, as of course; if any improper application is made, there would be an opportunity in a future stage of setting it right, I mean supposing the Master has been deceived in the first instance.

80. Are you to be understood to mean that not only the Petition to the Court of Chancery in the first instance should be done away with, but that the parties applying should have the liberty to make their application in the first instance to any Master whom they might prefer?

That the Petition should be done away with, but that the matter should go by rotation, as at present, as it would be most advisable that it should; the application should be to the Master in rotation; that would be done as at present, by application to the Junior Master.

81. In all cases where a person wanted to make such an application to the Master, if he preferred one Master to another, would not he choose his time for making it?

No; he never can know who is the next Master in rotation.

82. By making inquiries would not he be able to ascertain that?

No; until the allocator is placed upon the document, it is not known who is the Master in rotation. The principle of rotation can be applied without the least difficulty; it might go to the Master in rotation just as an ordinary reference now does.

83. At the present moment, if I present a Petition under this Act to the Court of Chancery it is sent to the Master in rotation?

Yes.

84. You would propose that it should go to him without such reference?

Yes; by the act of the party making the application, instead of by the act of the Court. The act of the party would give the jurisdiction which is now given by the order of the Court; that would save the expense of drawing the Petition, the service of the Petition, the Attorney's fee, the fee to Counsel, and the expense of the Order. These are five items of expense which would be saved at once, and the Master would then be exactly in the position in which he is now; because

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what the Court directs him to do, is directed quite as a matter of course. The next step of the proceeding would then be, that the Master should have absolute power to direct who was and who was not to attend, and to dispense if he pleased with the attendance of all or any of the Solicitors. I consider that a very material point; because, although no doubt this will be a very unpopular doctrine among a large class of gentlemen, I have no doubt that the working of this Winding-up Act will lead to a large class of cases arising, in which the services of Solicitors will be dispensed with. I am at this moment, under the Winding-up Act, trying the experiment of winding-up the case of a Joint Stock Company without the intervention of any Solicitor whatever; I allow no Solicitor for any party to appear. The consequence of that will be, that we shall have no Bill of Costs. I cannot see in the instance of a Draining case, where the Tenant for Life, in all probability, is a country gentleman who understands perfectly what he is about much better than any Solicitor does, why he should not come to the Master, and tell his own story; make arrangements with the Master for the evidence which is necessary in the way of plan or survey of the Surveyors and persons skilled in draining, to enable him to work it, and do the whole thing without having a Solicitor at all; therefore it is, I think, you ought to give such a power as there is in the Winding-up Act, for the Master to dispense with the attendance of all or any of the Solicitors, if he thinks fit. Undoubtedly there must be a power left for the employment of a Solicitor, because there may be cases where it may be necessary, or there may be cases where parties may have a right to insist upon a Solicitor being present to protect their interests.

85. Is not the intervention of a Solicitor necessary to secure the employment of proper Surveyors?

No, I think that should be left to the Master; at present it is done in this way—a Surveyor sends up a Report, generally verified by an affidavit; if the Master is not satisfied with it, he sends for the Surveyor, and shows him where it is imperfect, and where he requires further information; if he is not yet satisfied, he appoints a Surveyor of his own to report to him. I had to drain an estate, in the Court of Chancery, not under the Draining Act, but under the administration of a trust. The first Report made to me by the Surveyor did not satisfy me, because the draining coming to 5*l.* 8*s.* an acre, I thought was unreasonably high, believing it ought to have been done at from 3*l.* 10*s.* to 4*l.* 10*s.*, according to the nature of the soil, and the depth and number of the drains. I sent for the Surveyor, and asked him the reason for the price being so high; his answer was, that it was owing to the character of the soil, it was a very stiff clay, and it was necessary to make frequent drains in the acre, and that it was necessary to make them deep. I was still not satisfied with his explanation, and I appointed an eminent Surveyor to go down to the estate, and examine the land, and upon his Report the draining was fixed at 4*l.* 12*s.*: no Solicitor would ever have done that; I do not think he would have felt that he had any power or any authority to do it; he would have only brought in the Report of the original Surveyor, as is done in any other case; cutting timber or selling an estate, or anything of the kind: now, in the case of drainage, I say let the Master himself arrange with the Tenant for Life in what shape the evidence is to be brought before him, and it can perfectly well be done without the intervention of a Solicitor.

86. In a case of intended fraud, unless you have some person to examine into it, such as a Solicitor, how is the Master to get at the circumstances?

I do not know that the Solicitor is more answerable for the character of the Surveyor, or of the proposal that he brings before you, than the party making the application; I think I would rather trust a gentleman who wished to drain his estate. The machinery necessary for working this in the way I suggest, would afford an abundant protection and check against fraud. The Master would see that the money was properly laid out, by having before him all the accounts (unless all parties combined to effect a fraud), that so much money is to be advanced from time to time, and how much is to be made a charge upon the estate; I apprehend the Master might be as well satisfied of that as the Commissioners under Queen Anne's Bounty are that the money for the building or repair of a Parsonage is properly expended, or in the case of National Schools. There is no reason why draining should not be done in the same way; in fact, I think it would be better done: then if the proceedings up to that stage, such as deciding who was to attend, who was to have notice of the proceeding, what was to be done,

done, and how it was to be done, were left to the Master, you would have incurred up to this time no expense whatever; it then becomes necessary for the Master to make something in the nature of a Report or Certificate, which is to be the foundation afterwards of charging the settled estate; he would make that, and I would call it a Certificate, and it should be filed at once in the Court of Chancery, but without going to the Court to ask leave to confirm it, as now is required in case of a Report, for that is a mere ceremony, unless it is opposed; a Certificate being filed, the Master would then have the power, as he has now, to endorse upon the back of it, that a sum of money to such and such an amount is to become a charge upon the estate, to be paid off by the Tenant for Life in so many years, at so much per cent. according to the present system. I believe by taking the principle of the Winding-up Act, you might frame a Statute which would enable the whole of the draining to be done, as far as the Court of Chancery is concerned, at no expense whatever except the mere office fee for the Certificate, and whatever trifling sum might be demanded in case the Lord Chancellor should require something to be paid to the Fee Fund.

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87. You think that would work better than the system under the present Act?

I believe it would work so much better, that people would then come to have their estates drained; the best proof that the late Acts have not answered is, that in eight or nine years we have only had six references.

88. Though the expense may have been one of the reasons which have prevented persons from applying under this Act, are you not aware that there is a Clause in the Act which raises a difficulty after the proceedings have gone on, as to whether the security is a good one or a bad one?

I was not aware that there was that difficulty.

89. Have you heard that doubts have existed, upon the reading of this Act, whether it is necessary to charge the whole estate, or only the land which is improved?

I have always understood that the charge extended to the whole of the estate that was under settlement.

90. Is not it very inconvenient that if a man borrows 5,000*l.* for draining an entailed estate which is worth 20,000*l.* the whole of the estate should be charged with that 5,000*l.*?

I can conceive many cases where it would be so inconvenient, that he would rather not drain than borrow money upon such terms; but it would be very easy to adjust the security in such a way as to make it ample, giving the Master power to put so much of the estate into mortgage as would be sufficient security for the sum borrowed.

The Witness is directed to withdraw.

Ordered, That this Committee be adjourned till To-morrow,
at Eleven o'clock.

Die Veneris, 16^o Februarii 1849.

The DUKE OF RICHMOND in the Chair.

Evidence on the
charging of
entailed Estates
for Drainage, &c.

Mr. T. Spencer.

16th Feb. 1849.

Mr. THOMAS SPENCER is called in, and examined as follows :

91. YOU are a tenant farmer, and you reside at Park Farm, at Wrotham, in Kent ?

Yes.

92. You were examined before a Committee having similar objects to the present on the 29th of April 1845 ?

I believe I was.

93. You then stated that you thought that it was a very great advantage to drain wet land ?

Yes.

94. Has the result of the experience which you have had from that period to the present confirmed you in the opinion you then expressed ?

Yes.

95. Do you find that the land which you originally drained requires more manure now to be applied to it than it did for the first few years after it was drained ?

I have one piece which has not had any manure upon it since ; it was drained in the year 1830.

96. If there be an opinion entertained that drained land requires more manure than undrained land, you do not concur in that opinion ?

I am certain it will grow more corn without manure after it is drained than it will before with.

97. You used latterly deep draining, did not you ?

In the year 1830 I first commenced it.

98. Did you drain at that period with deep draining ?

That was the first year I commenced ; I believe I was the first person that started it in our neighbourhood.

99. What do you mean by deep draining ?

Four feet deep for surface-water, not for springs.

100. Do you consider that the water is carried away sooner by deep draining than by shallow draining ?

There is no doubt of it.

101. Have you continued to grow turnips upon your farm ?

Upon some part of it ; but where it is so very clayey, I do not think it is profitable to grow turnips too much ; there is a great deal of land that was wet, which would not grow turnips before, but which would when it was properly drained.

102. Have you tried pipe-tiles ?

Yes.

103. In the result of your experience, do you consider that the drains you made 19 years ago are at the present moment as efficient as they were when you first put them down ?

They were the old-fashioned tiles ; they are quite as good.

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104. You

Mr. T. Spencer.

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104. You now use pipes?

Yes.

105. Are the pipes which you have laid down a permanent improvement?

They are quite as good as the others, and they are much cheaper: now and then, when the soil is very sandy or running, I have known them occasionally stop up; but I never knew it after the work had been properly done, and they had become settled; it requires a great deal of care in laying them.

106. What sized pipes do you use?

I should not recommend a size less than two inches.

107. If you were a landowner, would not you do all you possibly could to encourage draining in every part of your property?

Yes, it is the main-spring of agriculture.

108. In your evidence in the year 1845 you stated, "I should say that it would grow two sacks an acre more, perhaps three;" has the land continued to grow that quantity more than it did before it was drained?

Yes, I did not like to go to the extreme at the time, but it is more than that.

109. Supposing there was an estate in trust, and that the trustees had not much money at their command, do you think the tenant would be willing, if they drained the land, to pay 5 per cent. interest upon the money expended?

I should think he would be very glad to do so.

110. You think it would be for the profit of the tenant?

Yes, I have no doubt of it.

111. And that it would be a great and permanent improvement upon the land?

Certainly.

112. Therefore those trustees would get their ward's land improved by the tenant?

The tenant would find an improvement in it; he would much rather pay the per-centage, and have it done, than that it should not be done.

113. While it would permanently improve the land at the same time?

Yes, no doubt of it.

114. Therefore the trustees would, in fact, get for their ward the land drained for nothing?

Yes, in that way, and the longer it is done, I should think the better it would be.

115. You formerly stated, that after the land was drained, the farmer could afford to employ more labourers with profit to himself on the drained land than he could before upon the undrained land; do you still find that to be the case?

He can grow more corn, and consequently the labour would be increased.

116. Can he employ more labour profitably than he could before it was drained?

Yes, because, of course, if he grows more corn, it increases the demand for labour in every way.

117. In your neighbourhood do you think there has been much land drained since you were last examined?

Not a great deal; the farmers have not money enough; they think it is too great an outlay for the tenants: I am doing some now for a gentleman where the tenant pays a per-centage of 5 per cent.

118. And the tenant pays it most willingly?

Yes; he wishes the landlord would do it all on the same terms.

119. Can you give any reason why the landlords themselves do not do it more extensively?

I think if they knew the benefit of it they would do it more.

120. Do you think they all have the means?

I can hardly answer that question.

121. Unless

121. Unless there is an Act of Parliament for the purpose, would not many persons in the possession of entailed estates refuse to lay out the money, because it would be an advantage to their eldest son without making any provision for their younger ones?

Yes, it would be a great advantage to the eldest son, but much fairer if they were enabled to borrow money; and if I were a tenant, I should do all I could to get my landlord to do it.

122. Have hedge-rows been diminished in your neighbourhood?

They are diminishing a great deal; it is a great improvement to arable land.

123. Do you still find that deep drains run longer and quicker than shallower drains?

Yes, I saw an instance the other day; I was between two drains, one three and the other four feet deep; the former was dry, and the latter running.

124. In favour of the four feet?

Yes. In respect to the subject of four-feet drainage, a friend of mine took a farm; his landlord said he would find him tiles to drain it with if he would do the labour; the Steward said, "You must not put them in above two feet deep;" my friend did not make any reply to that, but made up his mind to put them in four feet, whether he would pay for it or not; he put them in four feet deep: the Steward came over, and saw his management, and so much approved of it, that there was another tenant wished some done at another part of the country, and he said to him, "If you have the tiles, you must put them in four feet deep, otherwise I will not find them for you:" the Steward afterwards put this tenant in who wished to drain deep, and employed him to superintend some drainage upon an adjoining farm.

125. How far apart were those drains?

They were about 36 feet apart; they fixed upon that distance, because it went up every warped furrow.

126. The closeness depends in some degree upon the nature of the soil?

No doubt of it; all lands do not require the same distance apart; the first thing you have to ascertain is the nature of the subsoil, and then the depth and distance; some land is of a porous nature to three or four feet deep, and then you get into a bed of clay: the soil does not always run an equal depth over the field; perhaps it is five feet in some places, and in others four or three.

127. You would be of opinion that a man who said there should be one system of draining for every soil of the country, would be very much like a quack doctor who recommends one pill to cure all diseases of the human frame?

I think it is the proper distance apart which you should endeavour to ascertain: to drain all lands at one distance apart would be absurd; some lands will drain better at four rods apart than others would at two rods; that I have proved upon my own farm. I was with a friend of mine the other day who was very much opposed to deep draining; he was very fond of flowers, and he found out that those flowers in which pans he put a great deal of water did not flourish so well as those to which he put the proper supply: now he will not have draining done at less than four feet deep: he said to me the other day, when I met him, "That field you drained for me a few years ago is better worth 40s. now than it was 2s. before it was drained." I said, "Is not that going a little too far?" he said, "I am sure I would rather give 40s. for it now than I would 5s. as it was then." I have here a statement, accompanied with a little plan, which I have prepared, to show the advantages of deep draining.

The Witness delivers in the same.—[*Vide Appendix.*]

128. Are not you of opinion that one of the great advantages of deep draining is, that the soil is warmer in consequence of it than it is without draining at all, or with shallow draining?

It must be; also I like to have a good main drain; I object to each drain doing its own work.

129. Of what size do you like the main drain?

Three or four inches, and sometimes I lay them in six or seven inches diameter.

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130. Is not there this great advantage in having a main drain, that you have only to secure the outfall of one drain from vermin getting in, instead of having to secure the mouth of each drain that has to do its own work?

Yes; I saw the other day five main drains, which all came out to one focus: you go into the field, and you see directly what water comes out of the field: if those drains had been made to act by themselves, the ditch round the field must have been kept open; the farmer in that case has filled all his ditches up; he has only one ditch at the corner of the field.

131. He has only to take care of the outfall there to prevent vermin getting in? Yes, that is all.

132. If it were otherwise, he must take the same precaution with each one of the drains?

Yes.

133. And ditches would be necessary, which are now unnecessary?

Yes.

134. Therefore much land is saved, and the climate of the country is rendered more healthy from there not being water standing in the ditches?

Certainly.

135. With respect to the labourers' cottages in the neighbourhood, you stated before that they were not so good as they ought to be, but that there was not much complaint; is there any general inclination to improve the labourers' cottages in your district?

They are pretty good now.

136. You think they are improved?

I think they are.

137. Is there more attention paid to them than there used to be?

I think there is.

The Witness is directed to withdraw.

Mr. J. Thompson.

Mr. JOHN THOMPSON is called in, and examined as follows:

138. YOU were examined before a Committee having similar objects with the present one, on the 29th of April 1845?

I was.

139. You reside at Woolvers Farm, Horley, near Reigate, Surrey?

Yes.

140. You are a tenant-farmer, and a Surveyor and Valuer?

Yes; and I am the Engineer and Surveyor to the West of England Land Drain Company.

141. You expressed an opinion upon that occasion that deep draining was a permanent improvement to a farm?

Yes; I think, from the experience which I have had, there are certain lands upon which it would answer to go very deep: from having travelled in most parts of England and Wales before and since I have been Engineer to the Company, I am of that opinion; and some lands require very deep draining, in Wales and the West of England in particular.

142. With respect to Wales, are you speaking of spring-draining, as well as surface-draining?

Yes; in Brecknockshire and Monmouthshire, where I have had a great deal of experience lately, we are draining from five to six feet; nothing less would form a permanent draining.

143. From the result of the experience you have had since you were last examined, are you of opinion that efficient draining is a great advantage to a farm?

I should be very sorry to occupy a farm without it if it was a wet land, even if I had it for nothing, particularly in the present times.

144. Has

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144. Has not deep draining generally the effect of making the crops ripen earlier?

It has; the principle of deep draining is by far the most efficient; but there are cases of stubborn clays where I have seen that four feet draining has not had the effect that three feet draining has had.

145. And perhaps less distance between would be better?

Yes, that, I think, is much better.

146. What tiles do you generally recommend at the present moment?

I use nothing less than inch-and-a-half pipe-tiles.

147. Do you put collars to them?

Yes; I believe I was the first that used them, but I think they are only required where a sound bottom cannot be found, or irrigation takes place.

148. Can you give any opinion as to what the increased produce of the land is after it has been drained?

That will very much depend upon the quality of the land; upon some land you would double the produce, and even more than that; indeed upon the land I am agent for and occupy, I believe the produce has doubled.

149. Does that enable you to keep more or fewer labourers upon the land?

The greater the increase of produce, the more labourers there will be required; but it takes less horse-labour to work that description of land afterwards.

150. You can employ more manual labour with profit than you can upon an undrained farm?

Certainly.

151. Can you plough with fewer horses?

Yes.

152. Has the price of the tiles increased or decreased, generally, since you were last under examination?

In some parts it has increased, and in others it has decreased.

153. You recommend gentlemen, where the price of tiles is extravagant, to establish a tilery themselves?

It would depend on the quantity required, and the distance to draw them.

154. Does the increased price in the instances to which you allude arise from the great demand for tiles, or the great expense of making them?

They are better enabled to make them now than they were; they have become more accustomed to it; I find by the River Severn, and West of England, there are many tileries, and the pipe-tiles are much reduced in price lately.

155. Is not the increased price to which you alluded caused by the increased demand for the articles?

Yes.

156. There is a great demand and a certain monopoly?

Yes; wherever the monopoly is done away with, we find we get them cheaper.

157. The experience you have, leads you to believe that the opinion you expressed when you were last under examination was a correct one?

Yes, I believe it was, so far as the improvement of the land goes.

158. You spoke in your former examination in respect to labourers' cottages; you then said that the cottages were not in such good order as they should be; do you find that there has been greater attention paid to the erection or repair of labourers' cottages than there was a few years ago?

I find a great spirit of improvement going on to make them much more comfortable; I have erected a great many, and I have been very anxious to impress on the minds of the landowners the advantage of improving the labourers' cottages.

159. Have you found among those who have improved their labourers' cottages the idea to be that it improves their labourers in respect of the extent of their labour; that it renders them better servants and better men?

I believe they have found it to answer, but many of them are unable to do it.

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160. It is the general impression among those who are improving their cottages that it increases the value of their labourers?
Yes.

161. Have you any further observation to make to the Committee?

I think a great benefit would be derived if an Act was passed that would enable the landowners to improve their buildings as well as their land; I think that drainage is only half the work that is required to be done on many estates.

162. Do you mean the improvement of their houses or their farm-buildings; what species of improvement do you refer to?

Houses and farm-buildings for the comfort of the cattle.

163. Do you recommend the building of additional barns?

Additional cattle-sheds, as well as barns, which are very deficient in some places.

164. What advantage do you find from such barns?

I am not an advocate for large or many barns.

165. Should you recommend roofing over the cattle-yard?

You may do it to an advantage to some extent; but I think you may carry all those things too far to derive a benefit from the outlay.

166. You consider it an advantage to have your manure heaps under cover?

Yes, but with a due regard to economy; you may carry all those things too far for the tenant to be able to pay interest on the outlay, and keep them in repair.

167. Can you state what per-centage would, in many cases, fall upon the farmer if he repaired his buildings?

That would very much depend upon the way in which they were built; upon some estates they are paying even 15 per cent. for the repairs; when if they were permanent buildings, and the farms were enlarged, they would not require above 5 per cent.; I know some estates where they only cost 5 per cent., while in others they have cost 15 per cent.

168. You are an advocate for large farms?

It must depend upon the locality and upon the description of land.

169. You would call it a large or a small farm in proportion to the quantity of capital it required?

Yes; in parts of Devonshire, Dorset and Somerset, where there are dairy farms, I think it is prudent to keep them from 100 to 150 or even 200 acres; whereas in other cases, perhaps, they might be with equal advantage from 300 to 400 acres; I think it all depends upon the locality.

170. You did not contemplate a farm of 3,000 acres when you spoke of a large farm?

No; there are very few such farms as that within my knowledge.

The Witness is directed to withdraw.

G. Darby, Esq.

GEORGE DARBY, Esquire, is called in, and examined as follows:

171. YOU are one of the Inclosure Commissioners?
I am.

172. By what Act of Parliament are the Inclosure Commissioners authorized to sanction exchanges?

In the first instance by the Act of the 8th & 9th Victoria, chapter 118; by that Act the exchanges do not extend to copyholds: by the Amendment Act, the 9th & 10th Victoria, chapter 70, that provision was extended to copyhold and customary lands: a difficulty had arisen in exchanges where the minerals were desired to be reserved, particularly in the North; and by the 10th & 11th Victoria, chapter 111, power was given to make an exchange of the land, reserving the minerals from that exchange. There was a power given by the former Act to exchange cattle, gates and stints.

173. Under those several statutes which you have enumerated, have there been applications made to you for exchanges?

In

In the first instance I do not think the public were made much acquainted with the existence of those powers; the number of exchanges has been, I think, from the beginning 62. They were few at first; the great proportion of them have been within the last year.

174. Who can exchange under the provisions of those Statutes?

Those persons who can exchange are the persons who are described as persons interested in lands subject to inclosure. Under the 8th & 9th Victoria, chapter 118, section 16, the persons are described who can make applications for inclosures; those are the parties who have the power of exchange under the Exchange Clauses, and they are subject to the same restrictions; for instance, a tenant for life can apply, or a lessee in the actual receipt of all the rents and profits can apply; then there are certain leases and certain reserved rents where it requires the reversioner and the lessee jointly to make such application.

175. Must the exchange be altogether voluntary?

Entirely.

176. What land may be exchanged?

Any tenure now may be exchanged for any tenure, if it is equitable and just.

177. Must it be land for land, or may money pass?

No money may pass; it must be land for land, taking the word "land" in its comprehensive sense, including timber, and houses, and buildings.

178. How are you to arrange with regard to timber if no money passes?

The timber must be valued.

179. Must the value of the properties be exactly the same, or is there any provision as to money passing where the value of the two properties may be nearly but not quite the same?

I do not mean to say, that if the two values differed in a small degree, and the exchange was clearly beneficial to both properties, we should stop the exchange in such a case.

180. Suppose there were 100 acres on each side, the one property being worth 20*s.* an acre, and the other 19*s.*, would that be sufficient?

It would be difficult to answer a particular question as to amount in that way; I think it safer to give the general principle that the law requires that the exchanges should be just and reasonable, and it is for the Commissioners, taking all the circumstances, and the interests of the parties into consideration, to decide, having value as the basis. No doubt in cases where exchanges have been wished to be made, the inability to make up part of the exchange in money has been a difficulty which we could not get over.

181. Supposing in one instance there is a large quantity of timber, how do you settle that?

The timber, in point of fact, is part of the land in one sense, and therefore if the Commissioners had a case where a great part of the property was in timber, they would consider the justice and benefit of the case, and if they found reason to be dissatisfied with it, they would not give their assent to such an exchange; that is the use of their discretion.

182. It is an equality of value, and not of acreage?

It is an equality of value: when parties say they want to make an exchange, we deliver to them the form which I hold in my hand, which contains a form for the description of the lands which are respectively proposed to be exchanged. Each party gives the account of the land which we require. The form requires the names, or some description of the closes, the extent in acres, the estate of the person interested in it, and the nature of the soil, and the buildings, if any; that is, if we find a large quantity being exchanged for a small quantity, the description of the soil may give us some insight into it; and also if there are a number of buildings which will require more repair and more outgoings, we see the respective nature of the properties before we go on.

183. Probably the Commissioners have a latitude with regard to timber, because, in most cases, there is a power to cut timber on a life-estate?

I do not know that we have had any cases where the principal value of the property has been the timber; but, speaking from the general manner in which my
(4. 2.) D colleagues,

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colleagues, with myself, have acted, I have no doubt where we found a life estate with a large quantity of timber upon it, we should make the strictest inquiry before we proceeded; I know one case where some question arose of an analogous kind, though not with reference to timber. We ought properly, under the Act, to give notice of the exchange, and to wait till the time elapsed for objection; but we were not satisfied with that, and we went directly to the remainder-man to have the matter cleared up.

184. Then the existence of timber gives you a latitude as to the value, because you may value the timber as part of the consideration for the exchange?

No; I take it if the timber is standing, and is to go in exchange, it must be valued; but if we found that the value was so large a proportion that any party might be damaged by such an exchange, we should interfere.

185. That gives you a latitude?

Undoubtedly it gives us a latitude, and in all those cases, if the Commissioners were not supposed to exercise a sound discretion, some injustice might be done; but we have not found any case in which that has occurred.

186. Do you think that would apply to timber upon glebe land?

No doubt; but the consent of the Bishop and the Patron must be obtained, and then it stands upon the same footing as any other land. If your Lordship will allow me, I will go through the statement I was giving; I have stated, that by the 8th & 9th Victoria, chapter 118, section 16, the persons are described who may make application for inclosures; that applies to exchanges: by the same Statute, section 147, exchanges may be made of land not subject to be inclosed, and that section requires that we should direct inquiries to be made after application has been sent to us, whether the proposed exchange would be beneficial to the owners, and whether the terms of the proposed exchange are just and reasonable; and it also gives us authority, if we think those terms are just and reasonable, under our hands and seals, to make an order of exchange, with a map or plan annexed to the order, which specifies and shows the lands given and received in exchange; and the land which is given in exchange is held precisely under the same title, and subject to the same charges and incumbrances, as the land was which is received by the other party in exchange, and subject to all its incidents, with this exception, that the tithe rent-charge alone is not transferred with the exchange; but there is a power in the Tithe Office afterwards, if the parties choose, at very little expense to make that alteration by re-apportionment.

187. Might not that raise a difficulty in the case of tithes, varying, as they do, in the case of hop gardens?

Cases have arisen where there have been difficulties about the tithes; of course, it is our duty to see into those things; and where we find that difficulty to exist, we say, "You had better take steps to make some arrangement before we enter into the case."

188. You have had such cases?

Yes, we have had such cases, and we had some considerable correspondence in one case before we could settle it: by the 150th section of the same Act no order of exchange can be affirmed by the Commissioners till notice shall have been given by advertisement, in three successive weeks, of the proposed exchange, and three calendar months shall have elapsed from the publication of such last advertisement; and if, within those three calendar months, a party who has an interest in the land objects and gives notice of that objection to us, we cannot confirm that order, unless the dissent is withdrawn, or the charge of the party on the estate has ceased.

189. You have no power to judge of the propriety of the dissent?

I do not think any case of the kind has arisen: in a matter of exchange, cases, however, have arisen where a similar principle has been involved: if a party dissented, as to whom it was plain he had no interest whatever, we should not stop the exchange upon that ground; but, unless it was absolutely and perfectly clear, we should not take the responsibility upon ourselves of making the exchange: I think I may say that the feeling of the Commissioners generally is, that that sort of power which is entrusted to the Commissioners should be exercised with the utmost care and caution, to prevent the possibility of anything being done the justice and propriety of which might be called in question. I stated that the application

application I have mentioned was forwarded to the parties; the following letter is forwarded with it: "I am directed by the Inclosure Commissioners for England and Wales to forward to you, in compliance with your request, two copies of a Form of Application for Exchange of Lands, under the provisions of the Act of the 8th & 9th Victoria, chapter 118, and to state, that the Commissioners will be happy to afford you any further information which you may require; when the application is made, it is desirable that it should be accompanied by a sketch and valuation of some competent person, showing that the exchange would be beneficial to both parties, and that the lands to be exchanged are of equal value.—

Postscript. It must be borne in mind, particularly in dealing with glebe lands, that the exchange will not affect the tithe rent-charge, if any, which will be payable out of the same lands as before the exchange, unless a re-apportionment be made." That is sent down to the parties; they usually send up word to us, that a certain valuation has been made. From our operations over the country, we generally have the means of knowing who the party is who has made the valuation, and, of course, we take care, if there is not a Valuer concerned for each party, that the man who makes the valuation shall be a person whose reputation cannot be questioned, and shall be totally disconnected with either of the parties: having a map of the land at the same time with the surrounding properties, it is always easy to see what the advantages in point of position to each party are. If there is any doubt about the matter, we can always by communication clear it up. In small cases the expense to the parties is very trifling indeed; where it is a very large concern, an investigation might be necessary, which would entail comparatively a greater expense; that being done, the paper to which I alluded is returned filled up with the certificate of the Valuer in the terms of the Act, namely, that it is beneficial to each party, and that the terms are just and reasonable: then the acreage is given, and the value of each property; and then we have the acreage, the value, and the Valuer's certificate that it is beneficial to each party, and that the terms are just and reasonable: then, if the Commissioners be satisfied, the order of exchange is confirmed under our hands and seal, with a map annexed, each part which is exchanged being coloured differently, a sufficient part of the lands around it being also on the map to show the benefit the exchange has been to each party as respects his other property.

190. Have the Commissioners the power of putting the provisions of this Act in force in an estate where all the parties having an interest are agreed; and if they had that power where the value of the properties was not exactly the same, would not that enable exchanges to be made at a very small expense?

The fact is this: as we have the power of exchanging between two tenants for life, if the person having the remainder does not dissent *à fortiori*, we have the power of exchanging if he assents. Do I understand your Lordship to ask whether we have the power, when all the parties assent, to make exchanges which are of an unequal value? we have no such power.

191. Equality of value is a necessary qualification?

Yes, to the extent I have mentioned.

192. Can you cure defective titles in any degree?

No, we cannot cure a defective title; your Lordship will see at once that that is avoided, and it is a very great security in the Act; indeed it is the security of the Act; because if A. exchanges land with B., the land which A. takes in exchange is held exactly under the same title as the land which he gave to B., with all the charges upon it. That is the thing which makes it so perfectly secure to everybody, and which prevents any objection being taken to it; a man says "I have got a charge upon the estate, but it does not matter, I have as good a security in the substituted land as I had before."

193. A. and B. exchanging two pieces of land, which you decide to be of equal value, the land of A. being called "Long Farm," and the land of B. being called "Short Farm," when Short Farm is transferred from B. to A., in lieu of Long Farm, does Short Farm become liable to the settlements of the property of the new possessor, or does it carry with it the settlements and the incumbrances of the former possessor?

Certainly not; if A. exchanges with B., the land which A. takes from B. becomes liable to every charge which there was upon the land which A. has given in exchange to B.

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194. The new land thus exchanged takes the liabilities of the land for which it was exchanged?

Exactly so; that is the great principle of the exchange. I stated to your Lordships that by the first Act copyhold and customary lands could not be exchanged, but there was a very great desire to give the Commissioners the same power in such cases, and I presume a communication was made to the proper quarter, and that power was given by the 9th & 10th of Victoria, chapter 70, section 9; the power is there given to exchange copyhold lands for freehold, or copyhold for copyhold; but wherever copyhold is exchanged, the consent of the lord of the manor is necessary; and when a copyhold is exchanged, supposing, for instance, the exchange is between manor A. and manor B., the exchanged lands become the copyholds of the respective manors.

195. It is not only an exchange of lands, but also of manorial rights?

Yes, land holden of one manor on exchange becomes copyhold of another.

196. In an exchange between freehold and copyhold, the freehold becomes copyhold?

Yes, and subject to all the incidents; where copyholds are exchanged, no fresh admission is necessary; but the consent of the lord is required in all those cases.

197. Have you had any exchanges of that nature?

We have.

198. Does freehold become copyhold in a case where the fines are uncertain upon the copyhold exchanged?

Yes; but of course when the Valuer comes to take the matter into consideration, he looks both at the difference between the value of copyhold property and freehold, and in taking the value of copyhold, he would take into consideration whether the fine is arbitrary, namely, two years' improved rent, or a fixed fine, whatever the amount may be. In reference to the expenses, I must fairly say that we are always afraid in the Inclosure Office, when people ask what will be the expenses, of stating any particular sum, because we are always apprehensive of the expense in any particular case exceeding that sum.

199. What would be the ordinary expense of an exchange?

The expenses in the office, as far as the office is concerned, have varied from three guineas to five guineas; but I must add, that that does not include the expenses of the Valuer; at the same time, from our written communications and inquiries, and generally from the knowledge of the property which we have the means of obtaining, I do not believe in general that the valuation has cost a great deal; in heavy cases, or where we have a doubt, a more particular investigation would be necessary, and of course the parties who pay the Valuer would pay more, but in small cases I suspect it is very often done for comparatively nothing.

200. The amount you have stated does not include the Surveyor or the maps, does it?

The expense of the maps is very small; suppose you have a Tithe Commutation Map, we only want a tracing, which, for a few shillings, is put in our office on to a parchment.

201. Do you exercise any control over the charges of the Surveyors for valuations or inclosures?

Most decidedly; we do in inclosures in this way: if a majority or the whole of the number agree upon the appointment of a Valuer, it rests with the parties interested to appoint their Valuer; but the terms upon which they agree are obliged to be sent up to us, and if we suspect or know that the terms are a great deal too much, we object to them, and it is very necessary that we should do so, because a case might possibly occur that a man who has considerable influence gets appointed as Valuer, and gets the parties to agree to improper terms, and this would have an influence upon other inclosures.

202. Do you adopt the same rule with regard to exchanges?

In small exchanges, where it would only require a man to go over the property and decide it, it is impossible for him to make a bill.

203. Do you require the valuations to be given in detail, field by field, or do you allow a gross value to be taken?

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The only answer I can give to your Lordship is this: that we require the extent of each field; we require the nature of the soil and the buildings, and if there were any great difference, and we had any doubt as to the correctness of the valuation, we should instantly require an explanation.

204. Do you require the value of each field to be set out, or are you satisfied with a gross valuation?

We do not absolutely require in all cases the value of each field; in many cases it is given; supposing, however, there were two fields and buildings, upon one or both it might be difficult to give it; but at the same time, where any question can arise, we always investigate it closely.

205. Are not you aware that in many of the valuations for the Tithe Commutation, and in the valuation of parishes, it is the practice of Surveyors to object to give their value in that way?

From my long experience of Valuers, not as an Inclosure Commissioner, but in the country, I perfectly well know that Valuers do not give it; but, as Inclosure Commissioners, if we required a valuation of each field, we would have it.

206. Do not you think it would be a very great benefit to require it in general?

I think in very small cases, where there can be no doubt, there is not the necessity for it; but in many cases I think it would be desirable, and it is actually given; I believe if persons in the country insisted upon it in the way we do, and Valuers knew they would not be employed if they did not acquiesce, they would soon, I should conceive, be induced to give it, as they do to us.

207. You have the power to require valuations to be made in the fullest detail?

I should doubt whether that, if meant in the first instance, might not be a question: in a common where land is to be allotted it must be valued in detail, because if one man is to have eight acres of inferior land, and another five acres of superior land, it involves the necessity of detail in itself; but where the rights of common are in respect of ancient land, there I do not know that we could insist upon a Valuer appointed by another person giving every field in detail; nor do I see that you could require it, because the common rights are in respect of one particular farm.

208. With respect to common field lands, held by different parties, is it the practice of the Commissioners to require the value of each piece in detail, or to take a gross value of that which belongs to one person?

I think that the precautions and guards in the Inclosure Act would not make the necessity for that so great as it might be in a private case, for this reason, that the Valuer has to stake out his land; he has to deposit his report for a certain time; all the parties have the power of coming and objecting to any allotment given for that land if it is too little; they have a right to have their cases gone into by the Assistant Commissioner, who attends for the purpose of hearing objections, and the Commissioners may afterwards direct any alterations to be made in the allotments: our experience at present is, that the people generally, where any thing like a proper value has been given, have been satisfied, and where they have not been, the Assistant Commissioner who goes down, has generally arranged the business without any contest. I think, during the whole of our inclosure proceedings, which, it will be seen by the Report, have been very large, there has been only one action proposed to be brought against the Commissioners: I think with the guards of the Inclosure Act, namely, the Report being deposited with a map, the allotments being staked out, the fact that every man may go on the ground, and look at them, and compare them with the map, and then come and make an objection, and call as many Valuers as he pleases to prove that the other Valuer is wrong, and the ultimate power of revision vested in the Inclosure Commissioners, it is almost impossible for an act of injustice to be done: when I use the word contest, I clearly do not mean that there has been no individual who has been dissatisfied: in one or two instances we have had very considerable contest with parties as to the question whether their case was justly dealt with; but the very fact of that contest only corroborates what I say, because it shows that parties have an opportunity for contest, and to an entire investigation of their case, and that is the very security which I speak of: up to this time, in point of fact, there

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has only been one action threatened; whether a declaration has been filed, I do not know; I believe not; but that is the only case which has occurred to us, except the case, the same in principle, where a person who was dissatisfied; subsequently, however, he found a document, and he wrote very handsomely to the Commissioners, saying that he was perfectly satisfied that their decision had been correct, in consequence of the document which he had so found.

200. Has not the want of giving a detail of each piece of land been found in many instances to render the discovery of errors very difficult?

It is like a person being examined in chief, there being then the power of cross-examination; it might be a very troublesome process for parties to go through all the proceedings, and prove their rights; but here, as a matter of course, the Report must be deposited, a map must be made, and the ground must be staked out, and every allotment set out in full length, as it would be in the award, and each party has an opportunity of coming to look at it, and of going to his land, and seeing what he has got.

210. Supposing there is a common with 100 pieces of land in it having ten proprietors, the practice among Valuers is to give in the value of the different pieces all together: supposing I conceive myself injured, it remains with me to point out where the deficiency lies; because I cannot go and say, No. 1, or No. 2, or No. 3 is wrong, but I must say the whole is wrong, and point out where it is wrong; is not that the case?

No; the Assistant Commissioner, if any case whatever is made out, has the fullest power under this Act to investigate and call upon the Valuer to do every thing which shall completely satisfy the Commissioners that the thing is right.

211. Would it be the practice of the Assistant Commissioner, upon a complaint of one individual of the valuation made in general of his property, to direct that it should be dissected?

No doubt he has the power of doing that.

212. Would that be his practice?

I should say in cases where dissection was in any way necessary to the elucidation of the truth; and the whole of the Valuer's calculations have been given to the Assistant Commissioner in more than one case.

213. He would do it upon the spot?

Yes, and I have now one case in my mind which was fought with the greatest tenacity; we sent down an Assistant Commissioner, who had been practised in the valuation of land; he went down there, and brought all the parties together, and settled the matter.

214. You said that the expenses in your office were from three to five pounds?
Yes.

215. Is not there a difference in the expense where the exchange is of a considerable size, and where it is very small?

The difference of the expense in the office as to the size of the exchange would be this: all the mechanical work in our office is done, I humbly conceive, upon a much better principle than that of having clerks in the office; it is done by those whose business is writing, and it is paid by the job; if you send a longer document out, you must pay for a longer document; and if you have a so much larger map, you must pay for a so much larger map; there are no stamps.

216. Where it is a case between glebe and any other property, is the expense greater than it would be in the case of an exchange between two freehold properties?

No; we tell the parties, "You must send to us the consent in writing of the Bishop and Patron; if you wish us to write to them, we will, but if not, you must send it to us yourself;" that consent becomes part of the documents in the office to show that the Act has been complied with.

217. In an exchange between two settled estates, is there no more expense than in an exchange between two estates in fee?

Not the least; in the case of every estate the advertisement must take place, because there may be a charge upon it, and persons must have an opportunity during

during three months of making objections in writing; the advertisement being inserted in one case as well as the other, the expense must always be the same.

218. After the proceedings in your office, and you have signed and sealed this document, what further proceeding takes place?

There is none whatever.

219. Where is that document filed?

One document is kept in the office, and one given to each of the parties.

220. In the case of a subsequent transfer or sale of that property, is that document a sufficient title?

You have always the same title as you had before; if your title was good before, it is perfect under that document; if it was imperfect before, it is imperfect under that document.

221. In a conveyance afterwards, is it generally required to have notice of this exchange?

That is rather a question to be put to a conveyancer; but I should say, from what little I know, that would be undoubtedly put into the abstract of title; it is the simplest thing in the world; it is nothing but saying, "You had land A. formerly, you have now got land B.; I must go to your title-deeds of land A. to see what your title is to land B."

222. With regard to the case of glebe lands, where the Patron is one of the exchanging parties, can the Patron exchange with the Incumbent of the living?

There have been such questions before us; for instance, we have had such a case as this: A. B. and C. are trustees; they are trustees of one estate for one purpose, and trustees of another estate for another purpose; they wanted to exchange one estate for the other; there has been one case where a difficulty arose from an identity of interest: there was not a sufficient separation of interest to allow the exchange.

223. In the case of glebe land, where the proprietor wishing to exchange is also the Patron of the living, would he be required to give his consent to the exchange?

Perhaps it will be sufficient for me to say that a case has arisen where identity of interest has prevented the exchange; it might be desirable for me to state, that a power to effect voluntary partition is contained in an Amendment Act; for instance, if parties are joint tenants, and they all desire a partition to take place, they can effect it under the Inclosure Acts.

224. That was under the Act of last year?

Yes.

225. In the case of the purchase of any land on which one of these exchanges had taken place, there would be no difficulty in searching your office for the documents relating to such exchange?

There would be no difficulty whatever in searching our office: a man who was in possession himself of this title-deed, would, of course, place it with his other title-deeds, and it would be as necessary to him as any part of the title-deeds to his estate.

226. He having an office copy?

No, he has a sealed copy, as prescribed by the Act.

227. Would that search in the office have to be made by the party making the application, or would it be made by the Commissioners?

There is really no search in the office, because everything is arranged alphabetically: if a person wants to refer to such an exchange, he gives the name, and it is turned to in a minute. There is one circumstance which, I think, it may be important to state to your Lordships: in some parts of the country the copyhold boundaries have been entirely lost; they have gone on with the old description; but it is impossible to distinguish even copyhold from freehold, with respect to which, in some measure, only an equitable understanding exists; there is now a power given, which is being exercised in some very large cases, to set out the copyhold and freehold and leasehold boundaries.

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228. How is that to be done?

Supposing the case of a lord of a manor and a copyhold tenant, that copyhold tenant being also a freeholder; they cannot tell precisely what their respective boundaries are, but they may know something about it; they set about it themselves, in the first instance, making arrangements as to what shall be done, and then they come to the office to have the boundaries set out.

229. They come to a private compromise, in fact?

Yes, it is entirely voluntary.

230. Does that extend to all descriptions of lands?

To all copyhold, freehold and leasehold lands.

The Witness is directed to withdraw.

Ordered, That this Committee be adjourned to Thursday next,
Eleven o'clock.

Die Jovis, 22^o Februarii 1849.

The DUKE OF RICHMOND in the Chair.

Evidence on the
charging of
entailed Estates
for Drainage, &c.

Mr. THOMAS BALMER is called in, and examined as follows :

Mr. T. Balmer.

22d Feb. 1849.

231. YOU gave evidence before the Select Committee on the Drainage of Entailed Estates, on the 15th of May 1845?

I did.

232. Upon that occasion you stated your opinion that draining was a great and permanent improvement?

I did.

233. Has your experience since confirmed that opinion?

Yes, fully.

234. Has the proprietor of the estates which you have had the management of continued to drain from that period?

Yes, to a great extent.

235. Has he availed himself of any portion of the Two Million Act?

He applied for 30,000 *l.*; the sum was afterwards restricted to 10,000 *l.*; I think there is upwards of 4,000 *l.* of the 10,000 *l.* expended.

236. Has he brought into cultivation any land which when wet was of little value?

A great deal of land has been brought into cultivation, partly by the tenants and partly by the proprietor; where the land was wet and required draining, the landlord cut the drains, and put in the materials, the tenant laying them down on the sides of the drains: a great deal of moor land has been cultivated by the tenants which did not require draining; that was done solely by themselves.

237. Will you describe the nature of the soil generally?

The soil that requires draining is generally clay; sometimes the subsoil is extremely hard, sometimes not so much so.

238. Some of the land has been trenched, has it not?

Yes, the tenants occasionally have trenched pieces themselves; I should say about 120 acres has been trenched by the proprietor solely by the money from Government, for the purpose of making improvements; that land was also drained.

239. What is the meaning which you attach to the word trenching?

In commencing to trench a field, you begin at one side of it, and dig out a trench, or it may be said to be a drain 14 inches deep and 2½ feet wide; after that is done, you commence a second trench, and throw the earth taken out of the second into the first; you then commence a third, and so on. The stones and roots of trees, or any other obstruction, are cleared out of the soil, and thrown upon the top, and afterwards carted off the land.

240. Do you also level it if there are any deep holes?

Yes; if there are any deep holes, we very often take the stones which are not wanted, and throw them into the deep holes, and cover them over with earth.

241. The depth you have mentioned is the full depth you would recommend?

Yes; 14 inches I consider to be quite sufficient.

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242. The

Mr. T. Balmer.

22d Feb. 1849.

242. The mere trenching to the extent you mention does not appear to be much more than what is called double digging?

This is new land that would not plough, being very often filled with stones or roots of trees, or something of that description; you cannot plough it while they remain, and you cannot take them out without trenching.

243. What is the average cost of that process an acre?

About 8*l.* an imperial acre.

244. Is that trenching a permanent benefit?

Yes; the land could not be ploughed, and therefore it could never be brought into cultivation without being trenched.

245. It is a necessary preliminary?

Yes; it is necessary to remove the large stones or roots of trees which are in the soil.

246. It is not a substitute for draining?

No; but in many cases waste land cannot be brought under cultivation without it.

247. In many of those instances there are large rocks which require occasionally to be blasted, are not there?

Yes, frequently that is the case.

248. How many acres have been trenched, drained and inclosed upon the property you refer to?

I could not exactly answer that question; but I have taken a note of the money which has been laid out in draining, planting, building, &c., so that, considering the expense per acre, I should say about 3,000 acres have been drained.

The following Paper is delivered in:

ABSTRACT showing the Amount of Money expended on the Improvement of the Property referred to in Scotland, from Martinmas 1838, to Martinmas 1847 inclusive.

	Buildings.	Hedges, Dykes and Plantations.	Drains.	Roads and Bridges.	Miscellaneous Improvements.	TOTAL.
	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.
During the year ended Martinmas - 1839	1,494 12 9 ¹ / ₂	139 9 1	63 17 2	114 - 7 ¹ / ₂	76 1 3	1,886 - 11 ¹ / ₂
" - " - 1840	1,195 6 5 ¹ / ₂	1,573 2 4	362 11 10 ¹ / ₂	47 17 4	9 4 4 ¹ / ₂	3,188 2 7 ¹ / ₂
" - " - 1841	2,634 18 8	1,463 12 3 ¹ / ₂	489 5 11 ¹ / ₂	55 12 1	77 5 1 ¹ / ₂	4,720 14 1 ¹ / ₂
" - " - 1842	3,451 19 5	2,369 - 11 ¹ / ₂	1,307 2 9 ¹ / ₂	284 3 11	83 14 8	7,505 1 8 ¹ / ₂
" - " - 1843	3,716 9 11 ¹ / ₂	1,837 15 9 ¹ / ₂	1,300 9 2 ¹ / ₂	196 18 4 ¹ / ₂	28 17 - 4 ¹ / ₂	7,080 10 4 ¹ / ₂
" - " - 1844	2,597 1 4 ¹ / ₂	1,880 15 10	1,841 - - 4 ¹ / ₂	435 18 11	- - -	6,704 16 2 ¹ / ₂
" - " - 1845	2,280 2 7 ¹ / ₂	2,432 11 - 4 ¹ / ₂	1,589 15 7 ¹ / ₂	56 - 6 ¹ / ₂	41 8 6 ¹ / ₂	6,399 18 4 ¹ / ₂
" - " - 1846	2,541 5 2 ¹ / ₂	1,838 2 7 ¹ / ₂	2,148 6 5 ¹ / ₂	572 1 7 ¹ / ₂	338 15 2 ¹ / ₂	7,438 11 1 ¹ / ₂
" - " - 1847	2,617 6 8 ¹ / ₂	1,408 6 5 ¹ / ₂	1,738 14 7 ¹ / ₂	580 10 8 ¹ / ₂	86 14 2 ¹ / ₂	6,431 12 8 ¹ / ₂
TOTALS - - - £.	22,629 3 3	14,892 16 5	10,841 3 8 ¹ / ₂	2,353 4 4 ¹ / ₂	741 - 5 ¹ / ₂	51,307 8 2 ¹ / ₂

249. Did you use tiles or stones?

We first used stones, and afterwards tiles, and latterly tile-pipes.

250. At what depth in general did you make the drains?

Where the land was extremely hard, we made them 2¹/₂ feet deep and 24 feet apart; where the clay was softer, we made them 3 feet deep and 30 feet apart; when we got down to sand or gravel, we sometimes made them 4 feet deep and 40 feet apart; but I consider that upon some of the clay in the north of Scotland, which is so extremely hard, 2¹/₂ feet is as good as a 4 feet drain, and I think it is much better to make them closer together and not so deep; but when you get land with a porous bottom, it draws a long way, and does perfectly well 40 feet apart and 4 feet deep.

251. Can you state how much upon the average the drainage has cost?

I have a statement here which will show the expense.

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The following Paper is delivered in :

DRAINS:—Expense of draining 1 acre, at 8 yards apart, small drains		
2½ feet deep, main 3 feet :		
101 roods, at 8d.	- - - - -	£. s. d.
And difference of 2d. per rood for main, say 8 roods	- - - - -	3 7 4
Pipe-tiles, 1,683, at 18s.	- - - - -	- 1 4
No. 1 tile, 114, at 30s.	- - - - -	1 10 -
Soles for main	- - - - -	- 3 6
Carriage	- - - - -	- 1 9
		- 6 -
	£.	5 9 11
10 yards apart, and small drains 3 feet deep, main 3½ :		
80½ roods, at 9½d.	- - - - -	3 3 10
Additional for main, 2d. per rood	- - - - -	- 1 4
1,320 pipes, at 18s.	- - - - -	1 4 -
114 No. 1, at 30s.	- - - - -	- 3 6
Soles	- - - - -	- 1 9
Carriage	- - - - -	- 5 -
	£.	4 19 5
12 yards apart; small drains 3½ feet deep; main 4 feet :		
67½ roods, cutting and filling, at 11d.	- - - - -	3 1 7
Additional for mains, 2d. per rood, 8 roods	- - - - -	- 1 4
1,218 pipes, at 18s.	- - - - -	1 2 -
114 No. 1, at 30s.	- - - - -	- 3 6
Soles	- - - - -	- 1 9
Carriage	- - - - -	- 4 6
	£.	4 14 8
14 yards apart; small drains 4 feet deep; main 4½ :		
57½ roods, cutting and filling, at 1s. 1d.	- - - - -	3 2 3
Additional for main	- - - - -	- 1 4
1,035 pipes, at 18s.	- - - - -	- 18 7
114 No. 1, at 30s.	- - - - -	- 3 6
Soles	- - - - -	- 1 9
Carriage	- - - - -	- 4 -
	£.	4 11 5

MEMORANDA.

1st. *Houses*.—A house and offices for a farm of 400 acres will cost the landlord from 1,100*l.* to 1,200*l.*, the tenant carrying the materials. If the farm be larger, the expense will be less in proportion to the extent; if smaller, the expense will be greater.

2d. *Fences*.—Inclosing 400 acres into 10 fields, with stone dykes, will cost about 900*l.*, or 2*l.* 6*s.* per acre; with thorn hedges, including paling in the first instance, and one-half the expense of protecting and training them afterwards, until they be fences, the tenant being the other half, 700*l.*, or 1*l.* 15*s.* per acre; should the fields be larger, the expense will be less; if smaller, the expense will be greater. When stones cannot be got, and where thorns will not grow, whin fences may be made, but they are not so durable. Fences will increase the value of the land about 25 per cent., and will pay about 11 per cent. upon the amount expended on dykes, and 16 per cent. on that expended on hedges.

3d. *Drainage*.—If the subsoil be a hard, impervious clay, the drains should be 24 feet apart, and 2½ feet deep; the cost will be from 5*l.* 5*s.* to 5*l.* 10*s.* per acre, including carriage of materials, and every other expense. If the subsoil be more open, the drains should be 30 feet apart, and 3 feet deep; the cost will be from 4*l.* 15*s.* to 5*l.* per acre. If the subsoil be sand or gravel, the drains should be from 36 to 40 feet apart, and from 3½ to 4 feet deep; the cost will be from 4*l.* 10*s.* to 4*l.* 15*s.* per acre. If the bottom of the drains be soft and spongy, soles will be required, which will increase the expense; but this is not often necessary, and need not be taken into the calculation. In some kinds of land, drainage will make it doubly valuable; upon the whole, money expended on drainage will generally pay from 8 to 10 per cent. per annum.

4th. *Trenching*.—Poor land will not pay for trenching in an inferior climate, but the reverse is the case in more favourable circumstances; the cost of trenching 14 inches deep will be about 8*l.* per acre, and if drainage be required, the expense of the improvement will be from 13*l.* to 14*l.* per acre, and will probably pay about 7½ per cent. upon the amount expended.

Mr. T. Balmer.
22d Feb. 1849.

252. Does a drain of smaller depth draw as quickly as a drain of a greater depth?

I think it does, as far as I have seen.

253. What portion of the $6\frac{1}{2}$ per cent. does the tenant pay?
He pays 5 per cent.

254. Do you think he ought to pay more?

No, I do not think he ought; I think, if the tenant were to pay the whole $6\frac{1}{2}$ per cent., the proprietor would get his land improved without being at any part of the expense. If the proprietor gets his farm permanently improved, when it is turned into his own hands, at the end of the lease, it is of more value, and part of the expense should fall upon him.

255. After the draining upon the land you have alluded to, is not it expedient for the tenant to subsoil, plough and lime that land?

Yes, and generally good tenants do so.

256. Are the tenants willing in general to pay the 5 per cent.?

Quite willing; indeed, the demand for the money which we laid out was so great, that we could not supply that demand.

257. Do you consider that the farms which have been drained are much improved?

I think they are very much improved indeed.

258. Has the proprietor been asked, and has he consented, to renew any leases which had 12 years to expire?

Yes, there have been several renewed; the tenants wished to have an addition made to their leases, to make the term 19 years from that time; none have been renewed, I think, upon that principle for less than a rise of 25 per cent. for the additional years; upon one farm, where a tenant wished to improve a good deal of moor, he wanted to have an addition made to his lease, which was granted; the rise in this case was much greater.

259. Did he agree to bring into cultivation a certain quantity of other land which he thought would pay him?

He bound himself by lease to bring in about 60 acres of waste land, which he has done.

260. Is lime a suitable manure for the land you have been speaking of?

Yes, I think it is.

261. At what price is the lime delivered?

Very much depends upon the carriage; I think it will cost about 10s. a single cart-load, generally speaking.

262. A cart drawn by one horse?

Yes.

263. You having stated, in the year 1845, that you thought that if an improvement in the drainage were made, at the end of the leases there would be a willingness on the part of the tenants to pay 25 per cent. more upon the rental; that has been proved to be correct, from the applications which you have received?

On account of the improvements made, the tenants were very glad to get the additions to their farms at that rise.

264. You gave in the following memorandum in the year 1845: "Memoranda relative to Act for Improvement of Entailed Estates:—Farm and other buildings of all kinds, except parochial buildings; mills, harbours and piers; substantial embankments to protect lands from the sea, rivers and rivelets; fences of all kinds; drains and ditches; roads, plantings. When improvements are made immediately after the commencement of a lease (which is, in general, 19 years in Scotland), the rental is not increased till after its termination; and as it is possible that both the heir who makes the improvements and his successor may die before any benefit be derived from the outlay, it appears hard that the heir immediately succeeding the improver should bear the whole burden; and it is suggested that instead of a third, a fourth or fifth part only of the free yearly rental should be

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be laid aside for paying off the debt." That is the memorandum which you then gave in?

It is.

265. Do you still consider that that memorandum is one which ought to be carried out with a view of permanently improving an estate?

Yes.

266. Of what materials are the houses, of which you spoke in the paper you delivered in just now, built?

Stone and lime, and slated.

267. Does Scotch fir answer for building?

Yes, very well; there is a great difference in Scotch fir; the fir which is planted in Scotland is not good wood in many cases, till it is very old; but the natural grown Scotch fir in the Highlands is equal to a great deal of foreign timber, I think.

268. You think it would be of great importance to the public at large that every facility should be given for capitalists to invest their money in the improvement of the land?

I think so.

269. What sized fields would you recommend?

A 400 acre farm I would divide into 10 fields; a 200 acre farm I would divide into five fields.

270. Your object in dividing it into five fields is, that in the part of Scotland you speak of, they adopt the five-course system?

Yes.

271. Will you explain what that system is?

When the land is lying in grass, you plough it up, and take a crop of oats, or if the land is fine wheat, the next year it is in turnips; the third year it is a white crop again, sown up with seeds; then two years in grass.

272. You think that decidedly preferable for the soils you have to deal with, to the four-course system.

Decidedly; the last two years in grass is of very great importance.

273. You do not recommend any bare fallows?

In some cases, where the land has not been drained, it is necessary, because you can make nothing else of it but bare fallow, and wheat afterwards; but where the land is drained, it is quite unnecessary, I think, to have bare fallows.

274. What price do you pay for pipe-tiles?

We pay 18 s. a thousand.

275. Of what size?

They are said to be inch and half, but they are not so much as that; not more than an inch and a quarter.

276. From your experience of draining through very strong adhesive clay, how long is it before the water begins to run in those drains?

I cannot say exactly.

277. When you have cut the drains, will the water run immediately in the very hard clay?

If they are done in summer, and the soil very dry, there is no water in them; but as soon as it becomes wet, the water will run.

278. Do you find the water that comes out of deep drains much clearer than that which comes out of shallow drains?

I do not think there is any difference; if the water is not clear when it comes from the drains, I think it is a sign that there is something wrong, and that sand or clay is getting into them.

279. In estimating the annual repair of fencing to a farm, have you ever made an estimate in this shape: supposing an estate of 5,000 l. a year, what should be a fair average expenditure upon the farm-buildings?

I have not shaped it in that way; the houses in the north of Scotland generally belong

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belong to the tenants ; they are very often built of stone and clay, and thatched. The proprietor, on the estate referred to, bought up from the tenants all the slated and good houses, and put them into a proper condition ; and they will require little repair during the current leases : the mud cottages were not purchased from the tenants, but they got a deduction from the rent to compensate them for providing themselves with houses. It is a general condition in leases in Scotland, that the landlord binds himself to put the houses into a proper state of repair when the tenant enters, and the tenant is bound to keep them in that state, and leave them so at the termination of the lease.

280. Has the price of labour much increased in the district where the improvements have been made ?

The wages of the labourer have increased from 9*s.* a week to 11*s.* and 12*s.*

281. Do you consider that the drains that have been executed upon the property you have had the management of, will continue efficient for many years ?

I have not the slightest doubt of it ; I have seen drains made 40 years since operating perfectly well.

282. Are the farm-buildings insured from fire ?

Yes ; the landlord pays it in the first instance, and the tenant repays him along with the rent.

The Witness is directed to withdraw.

Mr. W. Hutley.

Mr. WILLIAM HUTLEY is called in, and examined as follows :

283. YOU reside at Witham, in Essex ?
 I do.

284. You were examined on the 3d of May 1845, before the Select Committee on Entailed Estates ?
 I was.

285. You gave it as your opinion upon that occasion, that draining was a great and permanent improvement ; has your experience since confirmed that opinion ?
 It has.

286. To what extent should you say that draining has increased the value of property ?
 Very considerably indeed.

287. Do you think as much as 25 per cent. upon the rent ?
 I think not so much as that.

288. What is the nature of your soil ?
 Part of it is a chalky marl ; some of it very tenacious clay, and some of it gravel and sand, bog earth, &c.

289. You have done a good deal of spring draining, have not you ?
 I have a good deal of spring draining.

290. Are those drains now in good order, and doing their work well ?
 Very beautifully.

291. In short, have the whole of the drains which you have made continued from that time down to the present moment to act as they ought to have acted ?
 Yes.

292. Have you no reason to believe that they will not continue to do so ?
 I believe they will be permanent for generations.

293. Are you of opinion that, after the land has been drained for eight or ten years, it requires more manure than it did before it was drained ?

No, I am not ; I think it requires less. Since I was examined on the former occasion, I have taken a farm for my son, and upon that was a very extensive bog, which I drained to something like 10 feet deep ; I made a capital job of it, and got the water out famously, in bringing it out into a dyke, the fall being only 2½ feet for 9 or 10 rods of the fleet draining. The nine-inch tile has been completely

completely filled up by roots of trees, which are growing 8 or 10 rods off, so that the water percolated out upon the top, and ran over the ground again.

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294. What depth was the drain with which the roots interfered?

About 2½ feet.

295. Have any roots entered drains which are four or five feet deep?

They would do so.

296. Have you seen any instance of it?

No; where I have done this, my landlord allowed me to take every stick off it; I cleared the whole country, and got a piece of open land; I have no doubt the small roots of the thistles and so will go into it still.

297. Were the trees aquatic?

Yes, salallows, and things of that kind.

298. What was the expense per acre, do you think, upon the farm you speak of?

There were only two acres; I think they cost me between 30*l.* and 40*l.*, but we made a permanent cure.

299. Are you not of opinion, that not only does the draining a farm give a present employment to the people, but that it enables the tenant to employ more persons afterwards in consequence of the increase of produce which he gets upon his farm?

I should say one-third more, certainly.

300. That, in many parishes of England, is a matter of great importance, in order to keep the men from the workhouse?

Of very great importance to the community at large, I think.

301. Can you say how many more bushels per acre you grow upon your farm since it has been drained than you did before?

Upon the farm I have drained, I have been 23 years; I have kept it well drained, and it produces a great deal of corn; half as much again as before.

302. Have you had a lease of your farm?

Always.

303. Did your landlord assist you at all in draining, or did you do it yourself?

I did it myself.

304. You were willing to do it yourself, because you had the security of a lease, and you thought you would get back the capital you expended with interest, and a fair profit besides?

Yes; I never had a farthing from any landlord in my life.

305. What is the length of your lease?

Twenty-one years; when it was within six years of running out, my landlord renewed it.

306. Do not you think that a good plan?

Yes.

307. Does not it get rid of one of the arguments made use of, that the tenant will, what is called, beggar the land?

No doubt of it; in my neighbourhood a gentleman of the name of Meech lives; he is very sanguine upon the deep draining; that is five feet deep; he gives a prize to our Labourers' Friendly Society for the best drainer that will drain two rods of draining five feet deep, with a cutting of 18 inches at the top, so that there is not room enough for a man to work upon the hard tenacious clay; we have done it three years, but last year we allowed them a little more latitude, and if he did not pay it, we agreed to pay it ourselves; however, he consented to pay it: in one field where I was draining close, 30 inches deep with a two-inch pipe, he wished to have an inch and a quarter pipe, and to give 48 feet apart, or surface; it is visible every spring that that does not dry half so quickly as the other; it cannot take the water quickly enough to dry the land.

308. The 24 feet is very superior?

Yes, because there are as many again as there are of the 48 feet.

(4. 3.)

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309. Were

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309. Were there collars to the pipes?

No; I do not think we require collars in that hard clay.

310. Neither sets of pipes had collars?

Neither.

311. Do not you think that a man who lays down one system of draining for every description of land is like a quack doctor who gives one pill to cure every disease?

No question of it; upon our chalky marl I am quite satisfied 30 inches is quite sufficient to drain land well if it is subsoiled; I subsoiled all mine after draining.

312. If the land is not well dried, subsoiling does a great deal of mischief, does not it, inasmuch as it acts as a sponge to keep the water there?

Yes; Mr. Mechi has drained upon my farm two acres of tenacious clay upon which I say draining is no use to it; he drained that four feet deep; all the winter time in the furrows the water lay upon what we call seven feet four lands, 22 inches deep in the furrows.

313. Is that what is called the Dingy Hundred?

No.

314. The Dingy Hundred is a clay which has not yet been very effectually drained, has it?

No.

315. The real Dingy Hundred clay is a very difficult clay to drain, is not it?

Yes.

316. Are you to be understood, that in the sort of clay you have described you do not think any draining would be of use?

It appears to me not; I do not see that we require it; my beans are all in; I have 106 acres of beans in, and this land all dries as even as possible, though there is water underneath; it is all one character of land; my barley is all in where I live, and some of it is up upon this drained land.

317. Does not the water lie near the surface?

No.

318. Have you any further information to give to the Committee?

No.

The Witness is directed to withdraw.

Mr. H. Davis.

Mr. HEWITT DAVIS is called in, and examined as follows:

319. I BELIEVE you reside at Spring Park, near Croydon?

Yes.

320. You were examined upon the 30th of April 1845 before the Select Committee on Entailed Estates?

Yes.

321. Upon that occasion you stated that your opinion was that draining was a great and permanent improvement; has your experience since confirmed that opinion, or otherwise?

Fully.

322. What is the soil of the farm which you occupy?

The Spring Park soil is principally light land; there is some heavy clay about it; I farm other lands in other parts as well.

323. Have the drains which you put in continued to act well from that period to the present moment?

The deep drains, where they were properly cut, have; but some of the parts of Spring Park were drained 14 or 15 years ago, when I did not so well understand draining.

324. Did

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324. Did you drain them with tiles?

Yes; but I committed an error in cutting the drains across the fall, instead of up and down; I had the impression that I should catch the water better by taking the drains sideling along the hills, than up and down them.

325. It is now universally admitted, is it not, that the way is to get to the spring, and cut it off?

Yes.

326. How much do you think a farm is improved by drainage?

I think much land owes its entire value for cultivation to its being laid dry.

327. You would rather give a great deal more for a farm which is drained, than less for one that is not drained?

Certainly; and I think that many of the lowlands in cultivation, which were worthless, have been made valuable by draining. I think it very often happens that land which in a state of nature is worthless, becomes, by draining, some of the finest land in England; the Fens, for instance, have been made some of the most productive land by draining. I see wet bottoms in valleys left covered with rushes in a state of waste, which might be made by draining more valuable than the sides of hills which are in cultivation.

328. If a farm is well drained, it not only gives occupation to labourers to drain it, but it afterwards produces more demand for labour, in consequence of the greater production, does it not?

It does; it becomes adapted to a greater variety of cropping, a larger rotation.

329. Have you found that land, six or seven years after it has been drained, requires more manure than it did prior to its being drained?

Certainly not.

330. You said that on a slope you put your drains in the direction of the fall?

Yes.

331. And you have found that answer better than taking them across the fall?

Decidedly.

332. Do you apply that to all lands?

Yes.

333. Do not you find that when they are taken diagonally across the fall they act better?

Decidedly not; I am an Inspector of draining, under the Drainage Commission, therefore my experience is not confined to the land I occupy myself: by the term draining of land, I do not for a moment think merely of taking the surface water in its flow on the surface; the intention appears to me to be to let off the water that would rise to the surface from being held upwards by the impervious beds underneath; all the rain that falls and soaks into the earth sinks down till it meets with some strata, through which it cannot percolate sufficiently fast; it then accumulates, and rises upwards: I have found in draining, that the wettest parts of a field are where two strata meet. I need not explain to the Committee that different varieties of soil lie on the surface of the earth like the leaves of a book, but from the irregularities of the surface, the edges of under-strata have been thrown upwards; if you cut across the slope, you cut across the different strata, for the lips of the strata will be found invariably to run round a hill, and not diagonally up it; and if you cut your drains directly up the hill, you cut the edges of the different strata of soil as you would that paper, and in so doing you let out the water that accumulates between, in the winter season, much more effectually than by taking them diagonally; and not only that, but if the water is not allowed to take its direct course downwards, it will always be soaking through the lower side: if you cut a ditch by the side of a hill, you will find the ditch receives the water from the upper side, but a portion of the water from the ditch will ooze out on the lower side, and you will often find the land wet where the level of the ditch cuts the surface below it; the water will always try to draw away where there is the greatest fall: if you cut drains straight down a hill, the force of the water will keep them clear, but if the drains are sideling, and anything gets in, they are very apt to stop: suppose you made a drain directly up a hill, and there were a pebble in it, the water would soon accumulate at the back of it, and drive it out, but if the

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drain were sideling, the pebble would lodge; therefore there are two reasons why you should go directly up the fall, but the principal one being that you cut across the lips of the different strata.

334. Should you say that that is generally recognized to be the best mode now?

I think it is now, generally; it was not some years ago. There are two opinions as to the way in which drains catch the water; some suppose that drains act as channels, and catch the water as if it flowed underneath, in a sheet; others again believe that the water accumulates underneath, and gradually, as it accumulates, rises, and that the drains keep it down at one level by preventing the rise from beneath. The rain on undrained land percolates from the surface, and rises by accumulation underneath; the object of draining is to prevent the water rising from underneath; this return of water is seen in the stiffest clays, for a certain period elapses in autumn before the clay becomes saturated and wet to the top: generally speaking, the injury to the corn you do not see till after Christmas; the reason is, that the water has not accumulated underneath, and reached the surface till that period.

335. It has not reached the roots of the plant, in fact?

No.

336. In what part of the country have you acted for the Drainage Commissioners?

Round London, in the Weald of Kent, in Sussex, in Hertfordshire, and in Essex.

337. What is the average depth you recommend in draining?

I would never put a drain in less than four feet; it may be a question whether I would not go deeper.

338. Did you ever know any lands that were not improved by draining?

I have seen a great deal of draining done very badly; I never saw any that were not improved by good draining.

339. To what extent have you been employed as Inspector of Drains under the Inclosure Commissioners?

Not to any great extent for them, but I have been called in by private individuals, in many instances.

340. Have you been called in by any Draining Company?

No; I have done a good deal for myself, and as agents for others.

341. At what width have you drained?

From 30 to 45 feet.

342. Do you find upon flat land that it requires the drains to be nearer than on the descent of a hill?

No, generally speaking, rather the reverse; generally speaking, flat land is more porous than soil which is on the side of a hill.

343. Do not you consider it to be a matter of great importance to an estate that it should be enabled to grow spring food for the sheep?

Unquestionably.

344. And can you grow early spring food for sheep upon wet land?

Certainly not.

345. But you can upon drained land?

Certainly, if its nature admits of such crops being grown on it.

346. Have you been on any land where the level is so low that the fall to the outlet is not above one or two feet?

Yes, I have.

347. In those cases, of course, it is very difficult, and in fact impossible, as long as it remains so, to drain deep?

It is.

348. Do not you think it would be of the utmost importance if in levels of that nature a power were given by the Legislature, that when the majority of the landowners, or two-thirds or four-fifths even, agreed to sink a large tank to receive the

the water at the outlet, and place a pump over the banks where there are dykes between the low levels and the water, there should be a general right to oblige other persons who dissent from it to contribute to the improvement, as their lands would be equally improved with the rest?

Something of that sort is very much wanted; I frequently meet with land which I wish to deep drain, and might if I had the power to carry off the water at a lower point than the estate extends to.

349. You know that there is an immense tract of land throughout a great part of the West Riding of Yorkshire, the level of which is below the average level of the rivers?

Yes, that is an increasing evil everywhere; the natural tendency of all embanked rivers is to continually be raising their beds; they bring down the debris of the soil from the higher ground, and before they reach the sea, or when they get into the low levels, this heavier soil is deposited; from this cause the occupiers of the land upon the sides of the rivers from time to time find it necessary to raise the banks to keep the rivers in their old courses, and that gradually increases the evil of the want of drainage: the rivers, if left to themselves, would break out into fresh channels, but man prevents that by embankments, and thus by degrees the beds of rivers which were below the level, and received the drainage of the adjoining lands, become artificially raised considerably above that level, and the drainage is shut out. In many parts the River Thames is kept in by embankments 15 or 25 feet high; that is more or less the case with all rivers in occupied countries, when they reach low levels or run slowly; when that occurs, nothing but some general Act will enable the owners of the adjoining lands to drain their lands; they cannot drain into the river, and they cannot drain on to their neighbours' land. There is a great deal of marsh land aside of the River Thames in that state, which is gradually becoming wetter from that cause; the atmosphere of London itself must have, I fancy, become more damp from that cause. I have noticed the market-gardens at New Cross; when the floods are high in the river, they cannot get the water away from there; and every six or seven years we hear of the river overflowing its banks, and then the inhabitants in the neighbourhood have to raise the banks higher, which only makes the drainage still worse.

350. This is particularly the case near the neighbourhood of warped rivers, is it not?

Yes.

351. And there also it is an advantage to the landowners in the neighbourhood to have the level of the river very high, in order that when they warp they may get the warp water readily over the land?

Yes; I have never had any experience in warping, but that appears to be common sense.

352. Is not it impossible, under those circumstances, to drain deep in such situations?

Certainly.

353. Could not that be remedied by what has been suggested, namely, that there should be a power given that wherever two-thirds of a township agree to sink a tank and put up an engine, with a pump to pump the water over the banks, they should have the power of levying a rate for the purpose?

I think so.

354. Without applying, as they are obliged to do now, to Parliament for a special Act of Parliament for the purpose?

I think so.

355. Is not there a great deal of land which is not properly drained at present, in consequence of the parties not having this power by a general Act of Parliament, their only course, if they wish to do it, being to apply for a private Act, that private Act costing, if unopposed, at least 400 £, and if opposed, an unlimited sum?

Unquestionably.

356. Do not you find a great deal of land spoiled by mills?

Yes, they greatly assist to raise the beds of the rivers.

(4. 3.)

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357. Do

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357. Do not you think something of this sort which has been alluded to might be done, and a sufficient protection be given that it should not be abused by the insertion of a clause in the Act of Parliament requiring the matter to be referred to the Inclosure Commissioners?

Yes; of course the clauses of such an Act would require some consideration; many parties are interested in getting the neighbouring lands drained who may not be landowners; many parts of the City of London, for example, are very much interested in getting the lands below them drained, and yet they have no voice in the matter.

358. You would even carry it further, therefore, than I have proposed, and enact, that in case of the inhabitants demanding it, it should be left with the Inclosure Commissioners to confer this power under the authority of a general Act, without applying for a private Act.

Yes; in Egypt we know for a certainty that the soil near the river has risen as much as 30 feet; we also know that the level of the land in Egypt runs from the river, and not to it; that shows what an evil takes place in a country from the embankment of the rivers, and the gradual rise which takes place in their beds: in Egypt, from the nature of the climate and the absence of rain, drainage is not necessary; but supposing the climate of Egypt were to change to the climate of Britain, what an evil would be found in the fact that the river is flowing 30 or 40 feet above the level of the soil to the right and left.

359. The Nile being the greatest warped river in the world?

Yes; had not Egypt been inhabited, the river would long since have found a fresh course; it would always have flowed through the lowest valley, and so would the River Thames.

360. Is there not a great deal of low land in the neighbourhood of the River Thames, which is so wet that it must produce inconvenience to the health of the inhabitants?

I think so; I ascribe a great deal of the damp of London to the marsh lands above and below it: within the last week the fog which pervaded London did not extend 10 or 12 miles from London; coming to London I found the fog very thick, but I did not find it in the district which I left.

361. And you attribute that very much the surrounding marshes?

Yes.

362. Which could be remedied to some extent in the way proposed?

Yes.

363. You think it is very desirable that the attention of the Legislature should be directed to the object of remedying what you consider to be a great evil, but you do not submit yourself any clauses of an Act of Parliament for the purpose?

Certainly not.

364. You have no doubt that by tanks and pumps a remedy is practicable?

I think it is practicable, but I think in many cases it might be done by a main channel being cut in the lowest ground aside the river; the making a fresh bed would often answer better than the means which have been pointed out by the Committee.

365. That, of course, only applies to cases where there is a still lower level?

Certainly.

366. There is not much marsh land above London, is there?

It is below London principally.

367. Do not such powers as you have recommended to be given now exist in the Bedford Level?

Yes; I am aware that there are two very decided and strong opinions existing with respect to deep and shallow draining; in confirmation of the view I have taken, I wish to bring to the attention of the Committee, that the land in the spring of the year is warmed from the sun's rays upon the surface, not from any heat underneath, but from the accumulation of warmth in the upper soil, which it gathers in the spring of the year; if the land be drained 24 feet, we will admit it will be dry, so far as to prevent the accumulation of the water in it to that depth; but if it be drained four feet, there will be no water in it for four feet: now it appears

appears to me clear, that if the land be only drained 2½ feet, it will not be so readily warmed in the spring of the year in the same time that land would which is drained to the depth of four feet, because of the cold bed of water underneath: if you have an iron, and you put one end of it in the fire, and the other end in water, if the water be near the end which is in the fire, you will not very soon make the end that is in the fire hot; and so it appears to me to be with soils; and as I look upon the benefit from drainage, in one point of view, to be earlier vegetation in the spring of the year, so I look upon deep draining as having a great advantage over shallow: in clay soils it appears still more important to go deep than in gravelly soils; if, for example, we imagine the floor of this room to be standing water, and you wish to make a dry path across it, if you were to attempt to make that path with dry clay, you would have to accumulate a much thicker bed above the water, in order to get a dry surface, than if you threw in gravel; you would much sooner, in the latter case, have a dry surface to walk on; the reason is, that gravel does not, like clay, absorb the water upwards, therefore you would have to accumulate a much thicker bed between the water below and a surface of clay than you would in any other soil, in order to get a dry surface above; now, unless you have a dry surface in the spring of the year, vegetation cannot go on properly; if you have a damp surface from water beneath, the damp passes off in vapours, and produces cold, and it is continually supplied from underneath.

368. You are of opinion that both the warmth of the climate and the health of England would be improved by a more general adoption of drainage?

Unquestionably; I think we may attribute much of the better health which we enjoy now to the greater amount of drainage which has taken place even in our own time.

The Witness is directed to withdraw.

GEORGE DARBY, Esquire, is called in, and further examined as follows:

G. Darby, Esq.

369. DO you hold in your hand certain forms which were requested to be sent from your office to the Committee?

Yes.

370. Are they all required by the Act, or have the Commissioners drawn them up for the purpose of saving expense, and for the convenience of parties applying to them?

All of them, I think, with only one exception, viz., the form of application to inclose, have been drawn and settled by the Commissioners for the purpose of saving expense to parties, and for the sake of preventing constant errors being committed by those upon whom the duty is imposed by the Act to draw them up; I do not mean to include in this notices issued by the office itself.

371. Do you find that those forms are sufficient to ensure regularity?

Generally they are; certainly they must ensure regularity if people will adhere to them strictly: to the forms which I hold in my hand, the section of the Act to which they refer is appended.

The Witness delivers in the same.

These—[producing the same]—are forms which we use under the Drainage Act.

The Witness delivers in the same.

372. The paper which is marked 8th & 9th Victoria, chapter 118, section 147, is copied upon parchment, and that becomes the title of the party?

Yes; a duplicate of it is put into the hands of each party, and becomes their respective titles to their lands.

373. In your former evidence, when you said that the parcels of property to be exchanged were to be of equal value, did you mean, not that the exact income derived from each should be positively the same, or that the exact quantities should be positively equal, but that the whole consideration, including accommodation, advantage, profits derived, and all other circumstances combined, should, as a whole, be equal in the two parcels so exchanged?

(4. 3.)

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I think

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G. Darby, Esq.

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I think the result of the evidence which I gave upon the former occasion would amount to this—at any rate I intended it to amount to this—that the basis upon which the Commissioners have to proceed under the Act is that the property should be of equal monetary value; but there are a great many circumstances to be taken into consideration in exchanges; the circumstances of the parties themselves who are making the exchanges may vary in a slight degree one from the other; therefore, it is utterly impossible to lay down a specific rule; but still the basis of the exchange is equality of value.

374. In no case is the man who is concerned in this exchange to get less than an equivalent for the land he parts with?

Certainly not, taking the circumstances I have mentioned into consideration.

375. If, on the other hand, it happens that the other party gets a great deal more, there would be no objection?

In looking at the subject, the money value of each property must be the basis upon which we proceed, and the variation from that money basis must be the exception: with respect to one party getting more, in fact, when applicants come for an exchange, if it is an unequal one, we have to prevent the party who wishes to take the less value doing himself a wrong.

376. When there is a mutual advantage by the exchange, each party gets more than the value?

There are cases, as everybody knows, in which, though a valuer would not put any additional value upon the property, there may be to the party acquiring it an actual increase of the money value to him.

The Witness is directed to withdraw.

Ordered, That this Committee be adjourned to To-morrow,
Eleven o'clock.

Die Veneris, 23^o Februarii 1849.

The DUKE OF RICHMOND in the Chair.

Evidence on the
charging of
entailed Estates
for Drainage, &c.

W. Porter, Esq.

23d Feb. 1849.

WILLIAM PORTER, Esquire, is called in, and examined as follows :

377. WHERE do you reside ?

At Hembury Fort, near Honiton.

378. Are you Chairman of the West of England Land Draining Company ?
I am.

379. When did that Company procure an Act of Parliament ?
Last year.

380. Have you a copy of the Act ?

I have.—[*The Witness delivers in the same.*]

381. It received the Royal Assent on the 14th August 1848 ?
It did.

382. Have you a copy of the Prospectus which you have issued ?
I have—[*producing the same*].

The following Extract is read therefrom :

"The Legislature has conferred on owners of limited interest in lands, and others, through this Company, the following powers and advantages:—All owners of limited interests in land, under which are comprised all tenants in tail, tenants by courtesy or for life, or for years determinable on a life or lives, the guardian or committee of any infant or incompetent party so entitled, or any married woman so entitled, or the trustees of any charity, or any ecclesiastical or other corporation, aggregate or sole (which latter includes all incumbents of livings), or any mortgagee in possession, may through this Company, and by an inexpensive process, without recourse to any of the Courts of Law or Equity, charge the inheritance of the lands drained, irrigated, reclaimed, inclosed or improved, with the full value to the inheritance of the works executed. The works for which such limited owners may charge the inheritance are as follows ; viz.—All works for draining, irrigating, warping, embanking, reclaiming, inclosing or improving lands, or for erecting buildings thereon of a permanent kind incident thereto ; all owners or occupiers of land, whether in fee or for any other estate or interest whatever, may, through the Company, obtain a permanent right or outfall, for the purpose of drainage, through the lands of any other person, paying for the damage thereby occasioned, subject, in case of objection only, to the decision of the Inclosure Commissioners. The mode of exercising those powers is shortly, in effect, as follows:—The owner of lands is (sec. 4) to enter into a contract with the Company, which contract, with the detailed plan annexed, is to specify the lands to be drained, irrigated, improved, &c. ; the nature of the estate of the party entering into the contract ; the present estimated annual value of the land to be drained, &c. ; the probable annual value when the works shall be executed ; the amount to be paid to the Company for the works, and the compensation, if any, to be paid to any person whose lands will be cut through for the outfall. This contract and plan is to be deposited for inspection with the Clerk of the Peace of the county, and Clerk of the Parish where the land shall be situate. Notice of this contract (sec. 6) is to be published twice in some newspaper circulating in the county where the lands are situate, and copies of such notice are to be served on all parties who, by a declaration (sec. 7) to be made by the party entering into the contract, shall be stated, to the best of the Declarant's knowledge, to be the only persons entitled to any interest in the lands to be drained, improved, &c. In the event of any person objecting to the works, notice in writing of such objection must be given within 21 days after the last day of the publication of the advertisement to the Inclosure Commissioners and to the Company. If there be no such objection, or in the event of the party objecting not duly requesting the Inclosure Commissioners

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Commissioners to proceed to hear such objections, or if the objections shall be overruled by the Commissioners, then the owner for life (if the person entitled to the next estate of inheritance is of full age and *sui juris*), on proving the insertion of the advertisements, and of the service of the notice on the persons named in the declaration as parties interested, before two Magistrates of the county, and obtaining the Magistrates' certificate of such proof, and also a certificate from three Directors of the Company of the amount expended on the works executed, acquires the right to charge the full amount expended, together with the costs attending the application on the inheritance of the lands. The Act provides that the certificate of the Justices when obtained shall, for the purpose of the charge, be conclusive evidence of the right of the tenant for life to enter into the contract, and to charge the inheritance; and that no evidence of title whatever, beyond the production of such certificate, shall be necessary (sec. 36). The Act also provides that such charge shall take priority to all existing incumbrances whatever, except the tithe rent-charge and ground-rents. In the event of a tenant for life wishing to charge the inheritance with the amount expended, when the person entitled to the next estate of inheritance is an infant or not *sui juris*, or when the inheritance stands limited to a person unborn, then such owner for life can only charge the inheritance with such an amount as the Inclosure Commissioners shall, by an order under their seal, certify, that the inheritance has been permanently increased in value by such works, and in such latter cases their certificates (sec. 33) are substituted for, and are of the same force and effect as the certificates of Magistrates and Directors above referred to. The landowners, to whom the Act will be found more peculiarly applicable, are the following:—1st. To the owners of settled lands who may be desirous of increasing the annual value of their land without decreasing the amount of their personal property, or diverting it from passing to younger children or executors. Such parties may drain or improve their lands with their own capital, and secure a charge to a trustee for themselves, or may borrow the money from and give a charge to any other party for the full value of the permanent improvement to the inheritance, inasmuch as the inheritance will be permanently benefited to a greater extent than the outlay. 2d. To all parties, whatever their interests, whether landlords or tenants, who are in possession of lands and are unable to drain them for want of an outfall through the lands of other parties. Independently of the facilities which the West of England and South Wales Land Drainage and Inclosure Company possess through their Act, they continue as heretofore to execute works of drainage and other improvements on land in any part of England and Wales or Scotland."

383. Under the provisions of the Act of Parliament which you have put in, have you been called on to execute the drainage of any estate?

We have been called on to make surveys, and are now making out contracts; we have not executed any work under that Act.

384. Have you had many applications made to you?

A great number.

385. Can you state the number?

I cannot; we have two Surveyors, and they are continually out making surveys on different properties for drainage.

386. Where parties have agreed with you for the purpose of draining their land, has there been any contract entered into as to what portion of the expense of surveying they shall pay?

They pay us two guineas a day for the Surveyor, with his travelling expenses, in case the work is not gone on with.

387. If the work is gone on with, what is paid?

Then it merges in the general charge of so much per acre, or we do it by commission, so that the owner paying for all the labour, we charge 1*l.* an acre, which includes surveying and mapping, the use of tools, and the profit to the Company; we advance all the money, so that we must have some interest upon that till it is paid.

388. Supposing I have a farm of 1,000 acres, and that I wish in four years that that farm should be drained by the Company, and that the estimate of the expense of draining is 5*l.* an acre, how much should you charge the estate for draining that farm of 1,000 acres?

I do not know that we can make any further charge than I have stated, viz., of 1*l.* per acre.

389. Supposing the actual working of the drainage could be executed for 5*l.* an acre?

Then we should charge 1*l.* more as commission.

390. Therefore, if the draining of the farm cost 5*l.* an acre, you would charge 6*l.* an acre?

Yes.

391. That

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391. That would pay all the engineering and surveying and mapping?
Yes, that would pay all the expenses.

392. Would you have a mortgage upon the property you drained under your Act?

In some cases; we do not want to lay out our money upon a mortgage; we should in some cases lend the money, but in those cases we could transfer that mortgage; it would not do for us to lend money at 5 or 4½ per cent.

393. The Company does not intend to lend money?

We shall have to do it in some cases first of all, but then we shall transfer to some Insurance Company or otherwise that mortgage.

394. In the charge of 1*l.* per acre what period of interest will be included?

Suppose we drain under the Inclosure Commissioners or otherwise, three months after the work has been approved of by them or by our Surveyor, the money is to be paid, but we have never hitherto charged any interest upon the money, though not paid for some months afterwards.

395. A case has been put to you in which the actual expense of draining per acre is 5*l.*; I will now put a case in which the actual expense of draining, with trenching such parts of the land as required trenching, would cost 10*l.* per acre; would you still charge 1*l.* and no more?

For draining we charge 1*l.*; if there is any extra work, we do it in about the same proportion; many times we have had to level ditches, and then we have charged a commission in the same proportion.

396. When you say 1*l.*, do you take the average cost of draining to be 5*l.* an acre?

It varies very much in different counties; in some parts of Devonshire it has cost 8*l.*

397. Do you make the parties pay more than 1*l.* an acre then?

No.

398. For filling up old ditches, or taking away a rock or anything of that kind, you would charge an additional commission?

In the same proportion.

399. Have you been called on to drain under the Million Act?

Yes, extensively.

400. In many instances?

A great number.

401. Do you take the whole of the trouble of sending the plans to the Inclosure Commissioners, and communicate with them upon the subject?

We do, and they send down their Assistant Commissioner.

402. Have they granted a provisional certificate to enable you to get back part of the money expended?

In every case we have got back all the money.

403. They have been completed, have they?

Yes, we have completed a great many under the Million Act.

404. Have you been called in by any persons under the other powers of your Act for making farm-buildings?

We have had several letters about it, but I have, as Chairman, rather said that I think we had better keep to draining; there are so many opinions about farm-buildings, that I thought it was better to confine ourselves to draining.

405. At present you have confined yourselves mostly to the land itself?

Yes.

406. Have you done any irrigation?

A little, not very much.

407. Have you been called on to make new roads?

No, we have had some letters about it, but we have had so much to do in draining that we have rather objected to it.

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408. Where

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408. Where you have been called on to promote irrigation, did you begin by draining the land?

We began by draining the land.

409. Was it a large property?

No, it was a very small one. I have here a specimen of the map we make for the purpose of draining—[*producing the same*—we make four of them.

410. Was the map you have produced done under the Inclosure Commissioners?

Yes, we have just begun it; we leave this at our office, or if any Director goes, he takes the map with him, and he can see how they are working; one is given to the former, and one is given to the proprietor; in case any alteration is required, we mark it off with blue ink upon the same map.

411. Have you under that Act any limitation as to the extent of work you may undertake?

No.

412. Does it rest with the Company?

Yes.

413. Are you precluded from undertaking a work of a small extent?

No; only it would not be prudent for any one to engage us for a very small work, because of course the expenses of the Surveyor and his travelling would be as great as in the case of a large one.

414. You get a power under this Act, as in the case of the Lands Clauses Consolidation Act, which empowers you to go through the lauds of any neighbouring proprietors?

Yes.

415. Are you limited as to the extent of the land, the drainings of which must be undertaken in order to give you that power?

No.

416. Supposing a proprietor of 10 acres of land wished to drain that land, he might through your means go through his neighbours' land to the extent of 100 acres to make an outfall?

Yes; but of course he would have to pay a great deal for it.

417. Does your Act confine you to any part of Great Britain?

No.

418. Have you ever had occasion to put in force the provisions of the Lands Clauses Consolidation Act?

They are embodied in our Act.

419. Have you had occasion to enforce them?

No.

420. Is there anything in your Act which prevents your making use of the Act in respect of small holdings?

The 21st clause enacts, "That nothing herein contained shall be deemed to give to the said Company any power otherwise than by agreement to enter upon or cut through the lands of any person, other than the person entering into such contract for any other purpose than cutting, making or maintaining any cut, dyke or drain for the purpose of an outfall, or incident thereto, or to give to the said Company any power otherwise than by agreement to enter upon or cut through any house or building which shall have been erected before the publishing of the notice hereinbefore directed to be published and served by the said Company, on any ground which at the time of publishing such notice as last aforesaid shall be used as a garden, yard, pleasure-ground, planted walk or avenue to any dwelling-house."

421. Is there any other observation which you wish to make to the Committee?

Our two modes of charging land are, that the charge shall be paid off in 25 years, or that we shall have an absolute charge upon the land in mortgage; I do not know whether the Committee will think it to be worth while to consider whether by a general measure anything may be done for charging the land in the same way

way as clergymen erect their parsonages, so that the present possessor should pay off so much, and the next heir should pay off so much, the whole being paid off probably in three or four generations. In reference to one of your Lordships' questions as to our mortgage upon the land, I think in general we should have to take a mortgage first of all, but then we should transfer it.

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422. Upon what terms would you take that mortgage?

That must be a matter of after arrangement.

423. Would not you think it the better way, instead of taking the precedent of the clergyman, to take the precedent of the Three Million Act, only extending the time?

That is, paying it off annually.

424. Under the Three Million Act the principal and interest are paid off annually, so that it is entirely extinguished at the end of 22 years; would you think that it would be expedient in a general Act that there should be authority to borrow money, and to pay it off, say in 30 years?

I certainly think it ought to be 30 years; of course you cannot borrow money at interest upon the same terms as Government lend it; our time is 25 years, under the Three Million Act, which period was granted on the calculation that we could not borrow money under $4\frac{1}{4}$ per cent.; 6*l.* 10*s.* per annum would thus clear off the whole in 25 years with us, as it is in 22 years under the Three Million Act.

425. Have you any power to facilitate exchanges?

No.

The Witness is directed to withdraw.

ROBERT NEILSON, Esquire, is called in, and examined as follows:

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426. DO you occupy a farm about seven miles from Liverpool?

I do.

427. Were you examined upon the 30th of April 1845, by a Committee having the same object as the present one?

I was.

428. Has the experience which you have had since that time confirmed you in the opinion that drainage is of great importance for the permanent improvement of land?

Quite so.

429. Have you continued to drain that farm?

I have.

430. Have you found that that which you first drained continues to work as well as you expected?

I effected a considerable improvement in the land which I first drained, though I had not drained it very judiciously, and I found subsequently, that by judicious draining the improvement was so much greater, that I went to the expense of again draining that which I had previously drained, but not properly.

431. You began draining with stones?

I did.

432. You now drain with tiles?

I do.

433. With pipes?

With a horse-shoe and slate-sole; I drain with tiles made at Lord Derby's kiln, and they only make the open tile.

434. That is your only reason for preferring them?

The only reason.

435. Should you prefer pipes?

I should prefer pipes of a sufficient size.

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436. I suppose you would not use a pipe under an inch and a half, would you ?
I have had frequent opportunities of observing small pipes, and I find that unless they are laid in collars, or very carefully laid in the clay, the channel in which they are laid being exactly corresponding with the size of the pipe, a small pipe is very apt to get out of place, and damage ensues in consequence.

437. Have you been upon a farm of Lord Derby's, called Mossborough Farm ?
I have.

438. Will you describe to the Committee in what state that farm was a few years ago, and in what state it is now ?

I can best describe it by saying that it could scarcely be called a farm at all ; it was several small holdings, in wretched condition.

439. Whereabouts is it ?

It is about five or six miles from his Lordship's seat.

440. I believe some few years ago there were a few small cotter tenants upon the waste or moorland ?

There were.

441. It was almost uncultivated ?

It was quite so. There is a considerable difference of soil on the farm ; part of it is strong land, and part of it only moor or moss land : the face of the whole range of the farm was most miserable ; the fences were awkward, broken down, and crooked ; the fields were small and misshapen, and the whole surface of the strong land exhibited scarcely anything but a mass of rushes and weeds, and a wasted, worn-out and most uncultivated appearance. It was taken in hand by Mr. Hendrie, the sub-agent, by the direction of Lord Stanley, and in the course of two or three years the whole face of the farm was changed ; the principal improvement in the cultivation of the land arose from the drainage ; the face of it was so changed that no one going over it could have known it again.

442. I believe there was part of the moor land upon which a horse could not go ?

I went upon it a few years ago with Mr. Erle, before it was improved, and my horse was bogged, and had to be pulled out.

443. I believe the way in which this work was executed was in taking part of the soil of the farm and putting it down upon the moss ; there was an exchange made of moss land and clay land ?

Yes, by means of a light portable railway ; I had one which I invented and worked on my farm ; Mr. Hendrie took a pattern from it, and they thus transferred the land backwards and forwards by contract work.

444. They took down the clay soil to put upon the moss, and they brought back the moss to put upon the clay, by means of a portable railway ?

Yes.

445. Did they not dig ditches through the moss ?

They did.

446. Of what length was the railway ?

The result of several experiments I made led me to make it in lengths of 18 feet each.

447. Of wood, or iron ?

Of wood. I use them entirely for taking off my heavy crops of Swedes. My land is of a nature that I cannot use carts upon it, in wet weather, without doing it considerable damage. I made this railway in consequence of having broken two carts and left them fast in the land ; since then I have found it so much more beneficial than carting, and so much cheaper, that I have taken off my turnips, to a great extent, with it. It is in lengths of 18 feet, and two feet wide ; the sides are made of deal timber, two inches thick by three inches deep, and a light rim of iron laid along the inner edge. The waggons hold about 10 cwt. of turnips, and from 15 cwt. to a ton of soil or clay.

448. What has been the cost of it ?

The cost, per double yard, is about 1s. 4d. complete.

449. What

449. What is the expense of moving?

Two strong boys or men will move nearly a quarter of a mile of the railway, and replace it, in from 25 to 30 minutes; clever lads would do it in less. Perhaps I may explain to your Lordships how it acts: some of my fields are from 400 to 500 yards long; I lay the railway down one length and gather from six yards on each side, so that that clears about an acre of land; I then move it 12 yards further on and lay it through the turnips again; it takes from 25 minutes to half-an-hour to shift the whole line and replace it, where the land is level.

450. Have you tried with men?

I have never been very accurate about testing the time by a watch, but we have generally considered that it will take about half-an-hour to do it.

451. I believe you have a permanent railway in your buildings, so that the end of the temporary railway abuts upon that, and takes the turnips into the sheds where you feed your cattle?

Yes.

452. Must you have carts specially made for the purpose?

Yes.

453. Will they travel upon ordinary roads?

No, they will not; they are made with a flange to the wheel, which might break on a road.

454. I believe in this improvement of Lord Derby's, he had ditches made to carry off the water from the moss?

He had.

455. Did not those ditches require, after a certain number of years, to be deepened again, in consequence of the moss sinking?

I have observed that both the moss sinks and a certain kind of deposit oozes through at the bottom of the ditches by the superincumbent pressure, so that it is very evident, that in the course of time they require to be re-excavated.

456. Do you know if Lord Derby has let that farm?

I am not aware; they have had several applications, but it is the wish of Mr. Hale, and I believe Lord Stanley, to have efficient and responsible tenants; I do not think the farm is let yet.

457. I believe the extent of the land which has been improved is 400 or 500 acres?

It is about that.

458. There is no doubt that the money which has been laid out upon that farm will amply repay the owner who has laid it out?

I have no doubt of it, from what I have observed upon another farm, not very far from Mossborough, the Lodge Farm, which was improved in the same way. A strict account was kept of the expense of the improvement, which was added to the value of the farm, and I understood from Mr. Hendrie the farm was paying well.

459. What do you consider to be a remunerative interest for such an outlay?

It depends upon a variety of circumstances; in my own case, I had a great number of small fields to throw into larger ones; the ditches were very wide, and the fences very crooked, and occupying a great portion of the land, so much so, that I have gained to the plough in a farm of about 260 acres, I think about 25 acres; and in one portion of it, where I kept an accurate account of the labour, seven fields in length were thrown into one; and upon that land, by the saving of time alone in working it, during four years, I regained the whole outlay and interest, independently of the advantage gained by the additional land which I thus obtained.

460. What do you consider would be a remunerative interest for a permanent outlay, such as draining, upon a farm?

On a farm of 220 acres of heavy land, on the four-course system of farming, the saving to the tenant in wear and tear of machinery, diminution of horse-labour and implements, interest upon capital reduced, and other things, exclusive of the beneficial effect upon the land, is equal to from 9 s. to 11 s. an acre. With regard to the landlord, I consider that he is remunerated if he gets 5 per cent. for his outlay;

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but the beneficial effect upon the land is equal, in many cases, to 20 and even 30 per cent. on the cost of drainage. I consider any permanent investment on land is sufficiently remunerative that will give you 5 per cent. per annum; and the investment of capital in drainage will give far more, directly and indirectly, because it increases the value of the land to such an extent, that you may obtain a tenant with ample capital, upon drained land, at a rent which, exclusive of interest on the outlay, would far exceed the utmost rent which you must be content to take from a tenant without capital, if it were not drained.

461. That must depend mainly upon the class of land of which you are speaking; would you say that there would be such an increase upon land already in cultivation, or would you apply it to unreclaimed land?

To land already in cultivation.

462. Do you mean that, supposing the landlord drains for a tenant, he only would to charge 5 per cent. for the money so laid out?

No, I did not mean to make that observation. I said that 5 per cent. would be a profitable investment; but I think that the charge should be a matter of agreement between the landlord and the tenant, because I am sure, in many cases, it would be profitable for the tenant to pay more than that. But then the question would arise, whether, under a lease, the tenant had not better drain the farm himself than pay an exorbitant interest. But the beneficial effect to the tenant is far greater than the interest hitherto charged under the loan from the Government; and perhaps, in illustration of that, I may mention a circumstance that occurred within the last two months, under my own inspection, upon a property in Northumberland, belonging to Mr. Atkinson, who has applied for a loan under Government. There is a farm held by Mr. Drysdale, a very intelligent and sensible man; the farm is about 1,500 acres: I went over it in the early part of the summer of 1847, and came to a field covered with rushes and sour herbage, which I recommended to be drained. Mr. Drysdale said he did not think it would yield a crop to repay the drainage. I saw from the land that it was of a good quality, though in sad condition, and I urged it upon his attention; he agreed to drain the worst portion of it, as he thought the other portion, being higher, did not require draining; he thought it was dry enough. Both parts of the field were put under the same cultivation, the worst, which he drained, and that which he thought did not require draining. When the season for sowing wheat arrived, it was too wet to sow the part of the field he had not drained, but he sowed that which was drained; and in the spring following, that is, the spring of 1848, he sowed the undrained part of the field with barley, laying down both portions with clover. At the beginning of this month I went to inspect that estate, with Mr. Atkinson, the proprietor, Mr. Appleby, the agent, and Mr. Drysdale, and at a distance of several fields, I should think 400 or 500 yards off, I pointed it out to Mr. Drysdale, and said, "I can see to a yard where you have drained." When we went down to it, Mr. Atkinson asked me what I thought would be the difference of crop; I guessed double; Mr. Drysdale subsequently mentioned the exact return. He had sold from the drained part of the field, which he at first thought was scarcely worth cultivation, 40 bushels of wheat to the statute acre, and he had only gathered, from the part he considered the best of the field, 23 bushels of barley; that was a difference in one crop of upwards of 9*l.* sterling per acre. The upper part of the field, which was not drained, was better adapted for barley than the other part of the field, previous to drainage, was adapted for wheat; and I have no hesitation in expressing my opinion that if the upper part had been drained also, it would have given just as good a return of wheat. I may also state, that the difference in the clover root in the drained portion was as great as in the previous crops.

463. What was the quality of the land?

It was a strong dark loam of about 10 or 12 inches deep, or a strong clay subsoil, with a slight admixture of sand.

464. Are the top and bottom the same over the whole?

No; the superstratum is a good dark loam over the whole; the substratum is a strong retentive clay, with a slight admixture of sand. In consequence of the higher part of the field being less exposed to the action of wet, it is of a rather more friable nature, and therefore better adapted to spring crops.

465. What

465. What is the thickness of each stratum?

The superstratum of loam is about 10 or 12 inches, the substratum is of the depth of the drainage, which in that field was 3 feet 6 inches.

466. You stated when you were examined before, that you would rather pay 20 per cent. more rent for land that was drained than work it undrained?

Yes.

467. You are of that opinion still?

Quite so.

468. Have you any statement that you could give the Committee of the produce of any one field of your land, before draining, and afterwards?

No, I have not any detailed statement. The land I took was very much exhausted; it had been badly farmed, and was in a great many holdings; though I have only about 260 or 270 acres, they were held in 18 different holdings. I have obtained them, at great inconvenience and expense to myself, at very different periods, so that I have been unable as yet to adopt one regular course of tillage over the whole.

469. Was it old common or waste land?

No; land very much exhausted by severe cropping, and full of weeds and scutch.

470. You have been employed under the Commissioners of Draining for the purpose of inspecting and certifying under the Three Million Act?

I have.

471. You have, therefore, in the discharge of your duty had an opportunity of seeing land in various counties in England?

I have.

472. Do you consider that the advance which the Government made under the Three Million Act, was one which was likely permanently to improve the land of the country?

Very greatly so, and still further to improve the comfort of the districts where the money has been laid out, not only by the extension of labour in the drainage itself, but also by the ample field for continuous employment by the improved system of cultivation consequent on it.

473. Has it or has it not promoted the health of the people residing in those districts?

Very materially indeed. Perhaps I may be allowed to mention a circumstance in connexion with this: I had the superintendence of the drainage of Mr. Errington's property at Puddington, in Cheshire; the course of the main brooks was such as not to admit of the land being drained to a greater depth, in some places, than perhaps 12 or 18 inches, and scarcely that in winter. I suggested a larger and partly new draining canal to the Commissioners of Inclosure, who thought proper to approve of it upon my representation. It was taken into operation by Mr. Stuart, the very intelligent agent to Mr. Errington, and carried through. In less than three months after the operation of it had commenced I was over there, and one of the farmers came up to me and said, "You have done a benefit to the whole country; you have given us a clear run of water which always used to stand stagnant, and fill the neighbourhood with foul air." The same advantage has occurred at Sir Piers Mostyn's property, where they carried a deep drain, and the whole face of that part of the country is completely changed by its operation.

474. Your attention naturally has been called to the difficulties, in some cases, of procuring the assent of neighbours to the deepening of the outfalls?

Very frequently.

475. Do you think it would be desirable that there should be a power given by Parliament, subject to the assent of the Inclosure Commissioners, to deepen the outfalls in the country?

It would be most desirable and most beneficial, and I am quite sure that the full benefit of any Act which the Committee may contemplate will never be carried out unless power is given to compel the deepening of the main outfalls.

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476. Do you not know that there are some parts of England where, from the want of a fall, it might be desirable to make a reservoir, which reservoir should be emptied by means of steam, or other power, to carry the water into the neighbouring river, where the level of the river is above the level of the land?

There is a large tract of Yorkshire which would be affected in that way.

477. Do you think it would be expedient that in cases of that sort, giving, of course, the neighbouring proprietors the right of appeal to the Inclosure Commissioners, a rate should be struck by those Inclosure Commissioners upon the land which would be benefited in the neighbourhood?

I think the benefit would be so great that it would almost warrant its being done without asking the consent of any one.

478. And therefore you would not think it unjust to levy a rate for a purpose which is of national importance?

Quite the contrary.

479. Without which it is impossible to drain some parts of this country?

I see the full bearing of your Grace's question, and I quite agree in it.

480. You would appoint some arbitrator to decide upon the propriety of the exercise of that power?

Yes.

481. And you would prefer it to be a public body, who, by their agents in different parts of the country, would be enabled to see that justice was done?

I think it would be better in that way, because it would prevent the possibility of private feeling interfering.

482. Are not you aware it is often the case that in a parish where three or four of the chief proprietors would very willingly go to the expense of deepening the main drains, and making a reservoir and establishing a pump to take the water over the dyke into the river, the level of which is higher than the level of the land, such a proceeding is totally impeded by five or six smaller proprietors, whose land would be most of all benefited, being most exposed to the water, opposing a general rate, in the hope of getting their land drained without a liability to any rate?

It is the conviction of the truth of your Lordship's question which induced me to make the observation I did. I know, practically, that many instances have occurred where the obstinacy of one or two individuals has prevented a large beneficial measure being carried into effect; therefore I took the liberty of expressing my opinion that it ought to be an arbitrary power, where the general good of the district is concerned.

483. Is not it the case, that even without any factious opposition, it is sometimes a matter of so much difficulty and delicacy to apportion the respective interests, that the intervention of some impartial authority would be advisable?

Quite so; nor would I recommend it to be attempted without the intervention of an impartial authority.

484. Do not you imagine it might be done in this way, that the rate should be put on in proportion to the different levels?

It would be a very difficult thing to decide that point; the action upon the steam-engine, if you propose to drain by a steam-engine, ought to be calculated according to the levels at which the various estates were drained, because the pressure of the water at a high level, which would be most easily cleared, would either be severe upon the engine to carry off, or it would diverge over the whole of the lower country.

485. Might not other operations in which large portions of the country are affected, such as the straightening and deepening the channels of rivers, and the removal of mill-dams, be effected by a measure upon the same principle?

To a very great extent. In one part of Lancashire, I know an instance where there is a large tract of land periodically under water for three or four months in the year, because a mill of very trifling importance has an established right to the stream; the land being so flat, the mill-owner cannot get sufficient water-race without damming up the water so as to flood the upper lands; various arrangements

ments have been attempted, and various sums have been offered, but, unless at a ruinous sum to the parties, he has refused to accede to any alteration.

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486. In many instances, is not the value of the mill much greater than the value of the land which is to be drained by pulling down the dam?

That may be the case in many instances; I am mentioning one where it is quite the other way.

487. If you had a power of enforcing the removal of the mill, might not that be a very arbitrary and mischievous power?

Certainly; but I would venture to suggest, that wherever a thing of that sort was done, vested interests should be considered to the full amount of their value.

488. How can you consider the vested interest in a case such as is supposed, where the livelihood of a man is dependent upon the existence of the mill?

By affording to him other power, or compensating him by the erection of other power, and a calculation of the charge it might be to him to maintain it.

489. For instance, steam might be instituted with advantage sometimes?

Yes, it might in the instance to which I refer.

490. And that can be done under the 10th and 11th Victoria?

It can.

491. You stated, in 1845, that you were very averse to old pastures; do you still retain that opinion?

Yes, I do; and as connected with many parts of England, I am even more strongly of that opinion than I was.

492. Does not it depend in a great measure upon the expense of cultivation, the produce to be received, and the value of that produce?

Certainly. I meant my reply on the former occasion to be, of course, only general, and chiefly with reference to heavy land liable to moss on the surface. There are many instances of lands which it would be injudicious to break up, from the distance to the market, the want of roads and other appliances for taking advantage of the soil when broken up, and from the peculiarly excellent state of the grass, as in parts of Leicestershire and parts of Northamptonshire. My evidence was given principally upon the subject of strong clay land, with which I am more acquainted than any other; upon strong heavy land I am still of opinion that wherever an access can be got to the market, it is decidedly advantageous to break up old pastures, if there is capital and manure to work and cultivate them properly.

493. Upon breaking up the old pastures, do you ever find that you can substitute other pastures capable of fattening stock?

I have not myself had sufficient experience to speak to that point, but I have had a great deal of conversation with agriculturists, who think that by a judicious selection of grasses adapted to the nature of the soil, by draining the soil and replacing those grasses when the soil has been enriched by cultivation, cleaned and well manured, you will get a better surface than there was before.

494. For how many years do you propose it should stand?

It will vary according to the nature of the soil; I have found the more clay there is in soils the better they will pay for breaking up, when you have sufficient manure and strength to work them properly.

495. How many years do you think, on such a soil, a pasture should remain laid down?

It will depend very much upon the capital of the tenant; presuming the principle of broken land to be the most productive, the tenant that had the largest capital would be enabled to have the largest quantity of land broken up; the tenant that had the smallest capital would divide his land into a greater number of courses, or rather courses admitting of a greater number of years of grass, so that his land would be longer in pasture; the time would vary from one to four or five years, according to the capability of the tenant effectually to cultivate the land he broke up, and the quantity of manure he had for each acre so ploughed.

496. The usual course in Lancashire is to break up the third year, is not it?

You can scarcely call any method the usual course in Lancashire, the farming is generally so indifferent?

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497. You

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497. You allow a great many considerations, such as markets, the possibility of getting manure, and so on, to be taken into account?

I think markets only, because the possibility of getting manure, where you use stall-feeding, can be realized by breaking up your land, and feeding in your stalls.

498. Do you think that a farmer can procure in all situations sufficient manure for his land by feeding stock?

I think he may; and I think he will find that the manure he obtains by the consumption of his crops in his farmstead, if he has accommodation for it, will far more than realize the same quantity of crop, when it is replaced upon the land and worked into it.

499. Is it your practice to make all the manure you use?

I have been in the habit of obtaining manure in every way that I can; my land was so exhausted that I could do nothing without putting large quantities of manure upon it; and I, therefore, purchased largely in Liverpool; I contracted for the refuse of the markets, the fish and offal, and vegetables, from 1,500 to 2,000 tons annually, till I was prosecuted for a nuisance to the neighbourhood.

500. Do you think it necessary to continue that?

I was then obliged, upon giving up that contract, to turn to getting stock of different kinds and putting them in loose boxes. I am collecting a large stock of manure now by that means; upwards of 4,000 cubic yards.

501. Do you purchase a great deal of provender of different kinds?

I do, very largely; and at the present moment, though I am feeding about 90 head of horned cattle, I am not consuming a single grain of my own production.

502. Could you get more productive crops without the purchase of provender?

If I fed off my own crops I could get an equal quantity, but I find it more profitable to endeavour to raise a good quality of grain, and to sell that, and to purchase inferior grain in the Liverpool market.

503. In your pastures, have you ever fattened a beast?

I have no pasture.

504. Upon your artificial grasses?

No; I frequently manure largely with liquid manure.

505. Do you entirely keep your stock in the yard?

Both winter and summer.

506. Can you state, upon the average, what the expense of fattening your beasts is, per head?

I am now keeping an exact account of the quantity consumed by the different classes of cattle I have in my yard. I have a number of milch cows, a number of young and dry stock, and a number of fat cattle; every week I take an exact calculation of the expenditure of the previous week, including wages and a certain allowance for wear and tear of machinery and whatever is consumed, but not counting interest of money or loss on capital; and I find, from that calculation, that my fat cattle are costing me about 1*s.* 3*d.* to 1*s.* 4*d.* per head a day; the milch cattle are costing about 9*d.* a head, and the dry and young cattle are costing about 6*d.* a head. In this calculation I charge the market price of the day for everything that is consumed, deducting the expense that would be attendant on carting it to market. I am at present charging 10*s.* a ton for my turnips, 1*l.* a ton for my straw, 3*l.* a ton for my hay, and the grain or provender at the market price, charging 3*d.* a bushel for grinding it, which I do upon my own farm.

507. And the gross cost upon fattened cattle is 1*s.* 3*d.* per day?

Yes, from 1*s.* 3*d.* to 1*s.* 4*d.*

508. How long do you usually tie up your cattle, or put them in boxes?

Upon that point I cannot give your Lordship a very satisfactory reply; for this reason: I have been in the habit of making notes and observations upon the feeding in Yorkshire, Durham and Northumberland, and I arrive at the conclusion that long feeding does not pay; I, therefore, keep an exact account against each beast, according to the number of the stall he is in, and the moment I have an offer which gives me a profit of even 10*s.* upon him, exclusive of his manure, he goes.

509. From

509. From your knowledge, as a farmer, you can tell me how many months it is desirable to keep up cattle?

I should say, the sooner you can fatten them the better for profit.

510. How soon can you fatten them?

In three months; unless they are in a starved condition when you buy them.

511. According to the expenditure which you have stated, 1*s.* 3*d.* per day, that would amount to 5*l.* 12*s.* 6*d.*, or thereabouts?

That must be buying them well in; you must not buy them in starved and wretched order, but with a loose hide, healthy and tolerably fresh; it never pays to buy them too thin, at any price.

512. Are you aware that there is a great deal of old pasture land which is capable of fattening a beast per acre?

Yes, there is.

513. Has it come to your knowledge that the expense of that land is anything approaching to your outlay?

No, it is not; but my outlay is materially diminished by the accumulation of good manure.

514. Then it would not be desirable to break up such pasture?

Yes, for if broken up it ought to feed more than one beast per acre; and you get the whole of the manure, wet and dry; this manure dropped upon a field in a state of pasture, is not supposed to give more than, perhaps, one-fifth or one-sixth of the real value it would be to the land if it were mixed up and then replaced; that is, put inside the land, instead of thus being wasted upon the top of it.

515. Then one advantage arises from a chemical preparation of the manure?

Undoubtedly it is far superior to that dropped in the field; and the increased produce of the land broken up after the application of the manure you make in the yard will feed three times as much stock as the previous pasture. It is a judicious combination of circumstances which causes the land to yield a larger return by being broken up; and this is lost sight of by the advocates of old pastures. If you take the simple fact of an acre of land fattening a beast, and you are paying, perhaps, 2*l.* for that acre of land, and it will cost you 5*l.* odd to fatten a beast in a loose box, you must deduct from the 5*l.* odd the value of the manure, and you must place to the credit of the broken-up land the difference between its crop and the crop of grass which would only fatten one beast.

516. Does your land, upon the average, produce you a net profit superior to that which has been stated?

Upon my land it would, beyond what I could get from pasture; my land is not good grass-land. Your Lordship has taken the range of the best grass-lands in England. My observation, as I said before, applies generally to those strong heavy lands which you seldom find yielding the pasture which you will meet with in some parts of Leicestershire and Northamptonshire.

517. You do not apply your observation to all grass-lands?

I do not; to those under the restrictions to which I have already alluded.

518. Do not you find that breaking up the land reduces the poor-rates?

Most undoubtedly; I consider that the effect of breaking up grass-land is decidedly beneficial to the landowner in reducing the poor-rates, by the greatly increased field for labour it affords. I may observe, that the annual amount of wages in my farm was from 100*l.* to 200*l.* before I took it, and now, exclusive of the drainage, it is upwards of 1,000*l.* annually, affording labour adapted to all ages, from 10 or 12 to 70, of both sexes. As to the increase of the population, I consider we have room, if we had money, to stop the whole tide of emigration that is now draining the kingdom of both capital and labour: we have plenty of land destitute of cultivation that would amply repay the cost, and that for years and years would profitably employ and abundantly feed ten times the number of those who, by their departure, are thus depriving the country of so large an amount of productive strength.

519. In a grazing district, do not you perceive that old grass-land is much less liable to burn in summer than land fresh broken up?

No, I have not observed that, beyond what you can account for; in old grass-land

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land you have always a quantity of decaying vegetable matter which holds the moisture and allows the action of the sun, or rather absorbs the power of the sun, without the land being so much burnt; but in land that is well cultivated and drained, you will find it is in a damper state in the height of summer, and in a drier state in the depth of winter, than land that is not drained, whether old pasture or not.

520. Are not you referring to clay land exclusively?

No; that observation will apply generally, I think.

521. Are you much acquainted with dairy farmers?

Only in Cheshire.

522. Is not it a general opinion which exists among them that the land will support the stock to a much greater extent, if it is old grass?

They have that opinion in some cases.

523. You do not agree in it?

No, by no means.

524. Is not the expense of a proper selection of seeds so great as not to be within the means of an ordinary farmer to undertake it?

No; I do not think that the expense of proper seeds ought to be beyond the reach of a farmer. The mode in which many farmers usually lay down their land is to take two crops of grain from it, and sometimes more; and, whether they break it up to work as open land or to lay down again, they equally adopt the practice of taking two crops of grain; they generally break it up with a crop of oats, work it with potatoes or turnips, and then lay it down with wheat, or sometimes they have two grain crops after the green crop. The principal point of my observation was to show that they deprived the land in those two crops of grain of more of the best constituents of the grasses than five or six crops of grasses alone would take out of the land. The most nutritious portion of the land is absorbed by the crop of wheat and the crop of oats being allowed to ripen upon it; whereas, if those constituents of the soil had been left in for the nourishment of the grass seeds, I believe that if the manuring and cleaning the green crop had been properly done, you would get very early and very speedily a turf that would fatten faster than the previous old grass upon the same land.

525. What course would you suggest as the proper one to secure that result?

Wherever the land (being drained of course) was broken up merely for the purpose of being laid down again as pasture land, without a green crop, and as speedily as possible, I would recommend it to be well manured and thinly ploughed in the autumn; as soon as the sod was rotten, before the frost, if possible, I would plough it deeply across the former furrow, and leave it for a winter fallow; I would then work and clean it well early in the spring, taking care to remove all quitch grass and other roots inimical to grass seeds. I would lay it down with grass seeds alone, well selected and adapted to the nature of the soil, and only pasture it with sheep for the first two years; and I am convinced, if that were done, the land would be very much better, and capable of carrying more stock than before breaking up. If you wish to have the advantage of a green crop in the intermediate time, I would adopt the same course with the sod; and would manure it and cross plough it for a winter fallow, then clean it well both before and during the growing of the green crop, and plough it deeply as soon as the crop was off the ground, giving it the advantage of the second winter's fallow, instead of taking any corn from it; I would then sow it with grass seeds, as in the first case.

526. I understand that your intention in breaking up the old pasture is not to grow corn upon it, but to lay it down again?

Exactly; if it is wanted in grass, as, for instance, in front of a gentleman's park, that is the mode I would pursue to get up fattening grasses. I believe crops of corn taken from land intended to be laid down in grass again are very detrimental to the nutriment of the subsequent grasses.

527. You do not conceive that the breaking up of pasture land, and taking a number of crops of corn from it, is likely to increase permanently the value of land?

No,

No, by no means; I mean to say, that no land should be broken up without being well manured and cleaned before it is laid down again.

528. Are you disposed to approve of the four-course or the five-course system? That depends very much upon the quality of the land.

529. In the case of strong land?

In strong land I should vary them according to circumstances; my own land I am working as close as I possibly can, in order to get it into a regular system.

530. It depends a good deal upon the climate which course is preferable, does it not?

Upon the climate, and upon the soil also.

531. It is your opinion that a greater amount of manure of a better quality can be produced from a farm when it is broken up, than previously when it was under grass?

Undoubtedly.

532. Would that greater quantity of manure compensate for the additional expense of cultivation upon arable land?

I think it would.

533. Will you state what would be the expense upon 100 acres?

I am afraid it would be difficult to state the expense off-hand; the expense is principally in labour, and I think that labour, if it is judiciously applied, must be beneficial; as a general rule, wherever human labour is judiciously applied, the probability is that there will be a profit from it.

534. In consequence of some conversation which you had with gentlemen who were desirous of facilitating the permanent improvement of land, have you drawn up a sketch of a proposed legislative enactment?

I have.

535. Will you have the goodness to hand it in?—[*The same is delivered in.*]

536. Is there any other observation which you wish to make to the Committee?

With regard to drainage, there is one point which I think renders it desirable for a measure for that purpose to be passed, which is the difficulty which will be created wherever money has been lent by the Government upon the Works ceasing. The pressure of poverty will be severely felt in several instances through the intervention of this loan. Large families are supported through the winter by the labour employed in drainage alone: in several cases which I can speak to, those families will be thrown out of employment in case of these funds failing. The cost of draining one acre of land is equal to the support of 35 adult people for one day, and supposing them to represent a family of only three to each, that will be upwards of 100 people for a day; the withdrawal of that amount will therefore produce a very large extent of misery. There is another point which has been very strongly impressed upon my mind by the effect of drainage, that the general extent of the farm-buildings requires great alterations and great additions; anything that would lead to an improvement in the farm-buildings is as necessary, and would be as beneficial to the agricultural public, as draining.

537. In consequence of increased drainage the farmers require more efficient buildings, for the purpose of making more manure?

Yes.

538. Will you have the goodness to specify what you mean by buildings?

I mean farm-buildings exclusively.

539. What sort of farm-buildings?

All accommodation for fattening stock, manure tanks, granaries, implement sheds, stables, &c. &c.

540. Not actual houses?

You cannot expect to get good tenants without comfortable houses. In Cheshire and Lancashire the farm-houses are in a very bad state, but that must be a matter

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of consideration with the proprietor as to the class of his tenantry, and their wants.

541. You mean buildings for the advantageous consumption of the increased produce?

Yes.

542. You are not of opinion that large barns are necessary?

No, certainly not.

543. Do you think it just or economical that you should put upon the barns the straw you ought to give to the cattle?

Quite the contrary: slate is the best and cheapest in the end.

544. I believe you yourself have a steam-engine which you have erected, and that that steam-engine does everything which you require?

It does.

545. Even to the steaming the food for your cattle?

Yes.

546. What power is it?

Six-horse power.

547. What was the cost of it?

The whole of the machinery together, including the engine and everything I have put up, might be erected for between 400 *l.* and 500 *l.*; that includes a threshing-machine, a dressing-machine, a pair of mill-stones, a large range of steam-boilers, a pug-mill for mashing potatoes or turnips and mixing meal with them, a grind-stone, a turnip-cutter and crusher for mixing with chaff, crushing apparatus for oats, beans, peas and linseed, a circular saw, a turning-lathe, a drilling machine for boring iron (for I make my own ploughs and carts, and so on), two chaff-cutters, and a forcing-pump that supplies the whole yard, and drives the blacksmith's bellows, and churns.

548. What weight of coals does that consume per hour?

In full work it would consume about eight to nine hundred weight of slack per day; they use a little wood with the slack, the old timber of worn-out carts, or anything that is broken up.

549. You get fuel very cheaply?

Yes; I am very near a colliery.

550. Have you seen any machine which has been put up to drain land where the land is lower than the surface of the river?

I have.

551. Where?

At the Altcar Meadows, in Lancashire; belonging to Lord Sefton.

552. Do you know the expense of that engine?

I do not exactly; it drains about 1,000 acres of land.

553. Do you know what volume of water it pumps over in an hour?

I do not know accurately; I erected one myself on a property I have in British Guiana, and drained 800 acres of land with an eight-horse engine, raising the water occasionally six feet high.

554. Do you imagine that it could be put up for a slight expense?

I think for about 2,000 *l.* to 3,000 *l.* you might put up a machine that would drain from 1,500 to 2,000 acres of land upon the level which I saw of your Lordship's property, upon the road from Hull to Normanton.

555. Would the keeping of that engine in repair and in work be a very heavy expense?

No; it would require an engineer and an assistant occasionally, and the cost of coals and carting, which the tenants would do.

556. Do not you imagine, as the engine would not be required during the dry seasons for pumping the water, it might be so constructed as to be employed also for the purpose of grinding?

Undoubtedly; and use the water in winter as a secondary power.

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557. The water which you throw up would turn a thrashing-mill?
Yes, you might very easily have it attached by a belt to your grinding machine.

558. So that during wet weather you could grind by water, and during the dry weather by the steam-engine?
Exactly so.

The Witness is directed to withdraw.

Mr. THOMAS MAY is called in, and examined as follows:

Mr. T. May.

559. YOU were examined before a Committee having the same object with the present Committee, on the 30th of April 1845?
I was.

560. You were then Secretary to an Association formed at Exeter for the promotion of drainage?
I was.

561. That Association has since brought in an Act of Parliament which has passed?
Yes, it passed at the end of last Session.

562. The Chairman is Mr. Porter, who has been examined to-day?
He is.

563. Will you have the kindness to state to the Committee if you have commenced any works of drainage not included under the Three Million Act?
We have been draining for the last four years, but have not yet commenced under our own Act.

564. Have you had many applications?
Yes.

565. Have you made any contracts with any of the parties?
We have made preliminary contracts with about 10 or 12, for drainage and improvements under our Act of Parliament, but we have not made an absolute contract with any party as yet.

566. Has your Society drained any land under the Three Million Act?
Yes.

567. To what extent?
To the amount of a few hundred acres; I should say 500 or 600 acres.

568. Has the Company received the money from the Treasury?
Yes, we have received it in four instances; but the works are not finished in some of the operations which we have undertaken in that way, and though the applications are prepared for the ensuing quarter, they are not yet receivable.

569. Have any applications for a provisional certificate been made by you which have been refused by the Commissioners?
No.

570. Have they called upon you for explanation as to any applications which have been made?

They did in one instance; the instance was in the case of some charges for some draining which the Company performed in Devonshire.

571. What occurred upon that occasion?

The following is a letter from the Inclosure Commissioners, addressed to me as Secretary of the Company.

The Witness reads the same, as follows:

Sir,
Inclosure Commission, 21 April 1848.
I am directed by the Inclosure Commissioners again to address you with reference to the works executed by the Drainage Company for Sir E. Prideaux, as there are some items in the account which certainly require further explanation.

The Commissioners observe that the land drained is 68A. 0R. 33P., and that the full per-centage of 1*l*. 1*s*. 3*d*. is charged on this quantity; such being the case, the Commissioners cannot understand what is meant by commission on extra work.

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As before stated, the Commissioners are of opinion that no charge should be made for preparing the tabular forms, &c., which amounts to 4*l.* 4*s.*

The Commissioners think it right to point out, also, that in addition to the very high commission, a considerable sum is charged for superintendence, which the Commissioners would have considered was covered by the commission.

The Commissioners have had considerable experience in the charges made by the most eminent engineers for laying out drainage works and superintending their execution, and cannot but remark that the charges now under their consideration very far exceed anything that has hitherto come under their notice.

The whole drainage is exceedingly expensive; and the Commissioners think it right to call your attention to the price of the pipes, which are charged at a very much higher rate than in the cases of neighbouring landowners, even after making due allowance for the difficulty in carriage; take, for instance, two-inch pipes charged 1*l.* 11*s.*, in other cases 1*l.* 2*s.* 6*d.*

The Commissioners have thought it right to enter thus fully into this matter, and will feel obliged by your laying this letter before the next meeting of the Directors.

I am, Sir,

Your obedient servant,

H. C. Mules, Secretary.

I have also a copy of the letter addressed by myself, as Secretary of the Company, to the Secretary to the Inclosure Commissioners, dated the 10th of October 1848.

The Witness reads the same, as follows :

Landowners' Drainage Company, 9, Bedford Circus, Exeter,
10 October 1848.

Sir,

I am requested by the Directors to reply to the several remarks in your favour of the 21st September, as follows :—

1st. £.3 12*s.* 6*d.* only is charged as commission on an outlay of 23*l.* 18*s.* paid for extra work, viz., ditching, levelling old and erecting new fences, &c.

2d. The tabular forms are not calculated in our contracts for drainage, and the Directors think it a very reasonable charge for the occupation of Surveyors' and Clerks' time.

3d. The word "superintendence" should have been struck out; the amount charged under this head is the exact amount paid for wages to the foreman and his assistants for laying pipes, &c. at day-work.

In order to prevent any connivance between the foremen and their gangs for inefficient or slovenly work, they are paid regular weekly wages, varying from 1*l.* to 1*l.* 5*s.* per week.

4th. The commission is a matter of pre-agreement; it includes the surveying, working plans, use of tools, advance of money, &c. &c. The Directors from their experience have not found this charge more than barely remunerative, and in some cases in which they have had to wait a considerable time for repayment, the interest of money alone has absorbed the whole profit.

5th. With regard to the drainage being exceedingly expensive,—

In some parts of Devon, Cornwall and South Wales, where the Company has been and is now extensively at work, the sub-strata are of such difficult natures to excavate, that so much as 5*s.* per rod has been paid to the workmen; whilst in Wilts, Lincolnshire, Berkshire, &c., the drains are easily dug out simply with the spades, and often even without requiring the pressure of the foot: 325*l.* 2*s.* 7*d.* was paid for labour, passed through the hands of Sir E. Prideaux's tenants, and the cost itself is the best proof of the propriety of the charge.

The Company has never interfered in the fixing prices of tiles, but has invariably conformed to those of the largest manufacturers in the country. The prices of tiles vary extremely at different yards, and for different sizes.

Since the period of Sir E. Prideaux's draining, a reduction of 10 per cent. has been made at the Company's yard, and a further reduction of 5 per cent. The difference in length and diameter of some pipes made in the neighbourhood at the time of Sir E. Prideaux's draining would have been a full equivalent for the difference in price, even could they have then been obtained.

The Directors trust this explanation will be satisfactory.

I am, Sir,

Your obedient servant,

Thomas May, Secretary.

572. Have

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572. Have you had any answer to that letter?

The money was paid immediately.

573. This you suppose to have been considered by the Commissioners satisfactory, inasmuch as they paid the money?

Yes.

574. In speaking of the Company's yard, do you mean your own yard?

Yes, we have a very large yard where the pipes are made, and from whence they were taken down to Sir Edward Prideaux's draining works.

575. Your Company has an additional profit, in being the persons to make the tiles as well as execute the drainage?

We have not found our tile-making very profitable.

576. Do you find that there is a great inclination on the part of landowners to avail themselves of any facility which may be afforded them for the drainage of their estates?

Yes, we have had nearly 200 applications since our Act passed, varying from some very small properties to some very large properties; chiefly, I think, the small ones are from clergymen for draining their glebes.

577. The Committee understand that you charge about 1*l.* an acre for superintendence, and for mapping and surveying, and the use of tools?

Yes.

578. With respect to the use of tools, what sort of tools do you provide?

There are scoopers and draining spades, and the long tools for laying the pipes, flat spades, grafters, pipe-hooks, boring-rods and crow-bars; those are the principal tools which we use.

579. You stated in your former examination, that the men get about a guinea a week wages?

The foreman does.

580. What do the other men get?

We contract with them by the rod; but they are able to earn good wages in Devonshire; in other counties they do not in all cases earn so much; they will average from 12*s.* to 15*s.* a week in Devonshire.

581. Is not it usual when you make a contract with a man to drain so many acres of land, that the party himself provides tools?

No, in no instance is that so; we are obliged to get our tools from Birmingham: there is only one party we can depend on to make tools so well tempered that our men can use with satisfaction; we have tried blacksmiths in our neighbourhood, but have not found them succeed.

582. You do not refer to pickaxes or spades generally, when you speak of draining tools?

No.

583. You charge 1*l.* an acre for commission?

Yes.

584. Is not there some land which might be drained in a very much shorter period than other land?

Certainly.

585. You charge 1*l.* an acre, therefore, whether the land costs 3*l.* an acre to drain, or whether it costs 8*l.*?

Yes; that is our practice.

586. And you think that is an average sum which will repay you upon the whole?

Yes; our draining has never cost so little as 3*l.* an acre; 5*l.* is the average.

587. Have you made a dividend?

Yes, we have made a dividend for three years; the first dividend was 7 per cent., and for the last two years it has been 7½ per cent.

588. Is your capital all paid up?

No; but we have not taken any step since the passing of our Act, besides that

(4. 4.)

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of

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of having a resolution to issue 1,000 reserved shares for the purpose of supplying additional capital.

589. The dividend has been made upon the paid-up capital?

Yes.

590. And out of the actual profits?

Yes.

591. You conceive that your Company has been of service to the country, inasmuch as it has enabled persons to drain a certain quantity of land, and that in doing so, the Company have received some remuneration for the outlay of their capital?

I can say so, most positively: as respects the advantage to our employers, I can read an extract from a letter of the Duke of Beaufort's agent, where he states that an estate which we drained, which produced only 80*l.* a year, for an outlay of 600*l.* or 700*l.*, he has let to a good farmer at 205*l.*, and the tenant has applied for an increase of land around it to be improved in the same way; it is a small farm of about 150 to 200 acres.

592. You have not been called on, under your Act, to erect new farmsteads?

We have had applications, but we have not yet commenced any; we have had applications from some large proprietors to include farm-buildings with drainage.

593. Do you consult the person who applies to you, as to the system of the drainage of that estate, or is your Surveyor the person who is to decide how it is to be drained?

Our Surveyor's, I apprehend, would be the authority under which the Company would act; but where the Inclosure Commissioners have the power of charging, the Surveyor of the Inclosure Commissioners meets our Surveyor previously to commencing the draining, and they agree upon a plan; we have one instance where that has taken place; a large glebe near Shrewsbury. Within the last fortnight, our Surveyor had to meet the Government Surveyor, and they have agreed upon a plan of draining, and they mutually sign a plan; upon that plan the work will be carried out. Of course the work will be again inspected by the Government Surveyor when it is finished. This is a plan which has been lately adopted, because we found it was extremely expensive for the Government Surveyor and for our Surveyor to be called in very often; it entailed considerable charges.

594. Do you pay your Surveyor by the work done, or by a salary?

We give him a salary.

595. Do you, by public competition, advertise for men to do the work, or have you contractors who you know will do their duty well, and do you employ them in preference to anybody else?

We have a permanent staff of men, whom we in all cases send; but we also engage in the neighbourhood where the work is performed as many as we can, to assist in the digging; we cannot depend upon them, unless it is by having an infusion of our own skill; but we find they do very well under the direction or with the example of our men.

596. Do they from time to time report to the Company the progress the work is making?

Weekly; we have forms for that purpose; our Surveyor keeps a diary; we have an account of the work transmitted to us every week; we take off an account of what each man has performed in cutting the drain into our book, and they keep a copy of the wages account, which is transmitted to us.

597. Do you make any deduction from the wages of your men in consequence of any circumstances?

The Surveyor and the Assistant Surveyor make the contracts with the men; if they find that the work has been slovenly performed, or not performed to their satisfaction, they deduct accordingly; sometimes we deduct considerable sums; of course we only charge the actual sum paid in cases where we drain for a commission on the outlay.

598. Is it generally a condition in the contract, that you are to pay the contractors so much a week, or so much a month?

We pay them weekly.

599. You

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599. You do not contract with men to perform it, but you send your own men to superintend the work, and you pay your own men and those whom they employ by the piece?

Yes, in every case.

600. You stated in your examination, in 1845, that you proposed to advance the money for the purpose of enabling landowners to drain their own properties; are you in the habit of advancing money?

We proposed it at that time, but the Government Loan came in aid: circumstances have not been favourable for getting our shares out, and we have dropped that for the present.

601. Have you, in any case, taken only the land that was drained as a security? We have not taken any security with a contract; we have no collateral security.

602. Have you no mortgages? No.

603. Was it in the contemplation of the Company to be satisfied with the land so drained as a security?

If we had advanced money to be repaid by instalments, we should have required a security on the land so drained.

604. Is there any further observation you wish to make?

I had a letter from the office to-day, speaking of the willingness of the tenants to pay $6\frac{1}{2}$ per cent., which I will read, if your Lordships please. It is dated from the office at Exeter, 20th of February: "Our Assistant Surveyor, Mr. Parker, writes from Brecon to-day, and says, the work there is done in a first-rate manner"—this is some work we have been doing under the Government Loan. "The foreman and the men have all behaved so well during the work that a dinner was given to them previous to their leaving, at which the Mayor presided. There is also an application to drain 130 acres from Mr. Lawrence, of Brecon. Mr. Parker writes also, that Sir Charles Morgan's tenants are willing to pay him $6\frac{1}{2}$ per cent. if he will employ the Company to drain their farms." We have been doing some small farms for Sir Charles Morgan: it appears that the tenants are now so satisfied of the advantage of draining, that they are willing to pay upon the whole of Sir Charles's estates $6\frac{1}{2}$ per cent. upon the outlay.

The Witness is directed to withdraw.

ROBERT THOMAS HEAD, Esquire, is called in, and examined as follows:

R. T. Head, Esq.

605. ARE you Solicitor to the West of England Drainage Company? I am.

606. You have a clause in your Act of Parliament, which was passed last year, giving you the same power of entry which is extended to railways under the Lands Clauses Consolidation Act?

We have the power, after giving notice to the owners of lands, to enter for the purpose of an outfall for drainage.

607. Have you that power without any limitation?

It is competent for the owner of the land to object, and then the objection would be referred to the Inclosure Commissioners; and the Inclosure Commissioners would determine whether the objection were a valid objection or not; if it were a valid objection, it is to be assumed they would allow it; if it were not, they would so decide; and then the Company would have the absolute power of entry, but not otherwise.

608. In what clause is that appeal to the Commissioners given?

The provisions of the Act, with reference to the lands of others, substitutes the Inclosure Commissioners as the tribunal to decide upon the validity of objections to the compulsory taking of lands, instead of Parliament, which is the tribunal in the cases of railways. If an owner of lands objects to the compulsory power to enter for railway purposes, he appears by Counsel before the Committee on the Bill, and substantiates his objection there. For the purposes of our Act he would appear, if he thought proper, to object and substantiate his objections before the

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Inclosure Commissioners, and he would have greater facilities for objecting, inasmuch as the expense of objecting before the Commissioners would be less than the expense of objecting before a Parliamentary Committee. The 20th section of the Act incorporates certain clauses of the Lands Clauses Consolidation Act which have reference to the taking of lands by agreement. It enables "all persons who, by such last-mentioned clauses, are enabled to sell, convey or release lands as therein mentioned, to sell, convey or release," for the purpose of our Act. That I understand to refer to taking the land by agreement where the parties are dealing with incompetent parties to sell. Clause 21 has reference to taking lands compulsorily as railways do.

609. Will you refer to the 24th clause?

"And be it enacted, That when and so soon as the said Company shall have complied with the provisions of this Act, and of the said Lands Clauses Consolidation Act, 1845, with reference to the payment of purchase or compensation monies respectively, so far as the same are incorporated herewith, in cases in which such provisions are applicable as aforesaid, it shall be lawful for the said Company, their engineers, surveyors, servants or workmen, to enter into and upon any of the lands in any such Contract and Plan, or either of them, mentioned, delineated or described, and to execute in, through and upon the same the works in and by the said Contract agreed to be executed, without the consent of any persons entitled to any estate or interest in such lands."

610. Will you now be so good as to refer to any clause in the Act which necessitates a reference to the Commissioners of Inclosure in all cases of entering?

I will call your Lordship's attention to the sections of the Act which, I think, will fully answer the question which your Lordship has put. By section 4 it is enacted, "That if any owner of lands shall be desirous of exercising any of the powers given by this Act, he shall enter into and execute a Contract with the said Company for the execution by them of the necessary works, for the purposes of draining, irrigating, warping, embanking, reclaiming, inclosing and improving such lands, or for any or either of the said purposes; and in such Contract shall be stated and set forth his christian name, surname and place of abode, the nature of his estate and interest in the lands proposed to be drained, irrigated, warped, embanked, reclaimed, inclosed or improved; the particulars of such lands, and of the lands (if any) of any person other than such owner of lands, that will be required to be entered upon or cut through, for the purpose of executing such works, or that will be prejudicially affected thereby; the particulars of the works intended to be executed; the then net estimated annual value of the lands proposed to be drained, irrigated, warped, embanked, reclaimed, inclosed or improved; an estimate of the probable increased annual value of such lands, when the intended works shall have been executed; the amount, which under and by virtue of such Contract as aforesaid is to be paid to the said Company for the execution of the same, and the probable amount of purchase or compensation money (if any) required to be paid in respect of the lands (if any) required to be entered upon, cut through, interfered with or affected." Then there is to be a Plan and Schedule. The 5th section provides, "That to every such Contract shall be annexed a Plan of all such lands as aforesaid; and on such Plan shall be delineated all the buildings, yards, court-yards and gardens, rivers, watercourses," and so on, "and also all such new buildings, watercourses," and so on, "as are then intended and proposed to be erected, cut or made in and upon the same; and in case it shall be intended and proposed to alter, widen, deepen, cleanse or divert any building, fence, embankment, watercourse, cut, ditch or drain, then being in and upon any such lands as aforesaid, such buildings, fences, embankments, rivers, watercourses, ditches and drains as last aforesaid, and the alterations, widenings, deepenings or diversions intended to be made therein, shall be marked and delineated upon the said Plan in distinguishing colours; and in case any lands other than those intended to be drained, irrigated, warped, reclaimed, inclosed or improved, will be required to be entered upon or cut through, for the purpose of executing the intended works, or will be prejudicially affected thereby, there shall be annexed to such Plan a Schedule referring to the same, and containing the names of the owners or reputed owners, lessees or reputed lessees and occupiers of the lands last aforesaid, and of each and every of them; and copies of such Plan and of such Schedule (if any) shall be deposited by the said Company with

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with the Parish Clerk," which is the case in a railway, "*of every parish in which the lands set forth and described in such Plan, or any or either of such lands are situate; and such Parish Clerk shall and he is hereby directed to receive and take the said copies into his custody and keep the same, and to allow any person to inspect and examine, and make copies of and extracts from the same, at his discretion, on payment of the sum of One Shilling.*" Then the 6th section provides for notices to the parties mentioned in those Schedules: "And be it enacted, That when any such contract shall have been entered into, the said Company shall cause a notice in the form in the Schedule hereunto annexed, marked with the letter (A.)"—which form, your Lordships will perceive, gives a Schedule of the lands to be drained, and, secondly, the lands of other parties to be cut through or entered on—"or as near thereto as the circumstances of the case will admit, to be inserted and published in two successive weeks in some newspaper circulating in the county or district, or division of a county in which the lands mentioned and described in such Contract and Plan, or either of them, shall be situate, and shall also serve a copy of such notice upon all occupiers of the lands intended to be drained, irrigated, warped, embanked, reclaimed, inclosed or improved, and also upon all owners or reputed owners, lessees or reputed lessees and occupiers of the lands referred to in the Schedule (if any) annexed to such Plan, who shall be resident in England, and whose names and residences can be ascertained by inquiring of the occupiers of the lands last aforesaid." In all cases a notice must be given to the owners and occupiers of lands to be compulsorily entered upon for an outfall, and within twenty-one days any party wishing to object must deliver notice of objection to the Company and to the Inclosure Commissioners.

R. T. Head, Esq.

23d Feb. 1849.

The Witness is directed to withdraw.

Ordered, That this Committee be adjourned.

Die Jovis, 26^o Aprilis 1849.

The DUKE OF RICHMOND in the Chair.

JAMES ARCHIBALD MURRAY, Esquire, is called in, and examined as follows :

Evidence on the
charging of
entailed Estates
for Drainage, &c.

J. A. Murray, Esq.

26th April 1849.

611. YOU are Under-Secretary and Secretary of Causes to the Master of the Rolls?

I am.

612. Are you a Barrister?

No; I was in practice as a Solicitor formerly, but I was induced to retire from practice in consequence of a great increase in my official duties.

613. You were examined on the 5th of February 1847 before a Committee, having the same object as the one which is now sitting?

I was.

614. You wish to make some further statement relative to the expense of proceeding under the Act of the 8th & 9th of Victoria, chapter 56?

Yes; I wish to set myself right with the Committee upon that point. I am desirous to explain the apparent discrepancy between the evidence of Master Brougham and myself with reference to obtaining the sanction of the Court of Chancery for charging a settled estate with the expense of drainage, under the Act of the 8th & 9th of the Queen, chapter 56; and I hope to satisfy your Lordships that the estimate furnished by me was as nearly accurate as possible; especially, when it is borne in mind, that the bill of costs, appearing in my former evidence, was prepared before a single application under the Act had been made. Upon reference to my former evidence, it will appear that my estimate was founded upon "A case supposed to be carried on without opposition, through the intervention of a Solicitor, the charges being founded on the supposition, that the Master's Report would be 20 folios, which is considered a fair average." My evidence was confined solely to proceedings under the Act of the 8th & 9th of the Queen, chapter 56, and the Orders of Court framed under that Act. Now, upon referring to the evidence of Master Brougham (73, 74), I find that he entirely disputes the accuracy of my calculations, and states that, upon the "most moderate computation, the cost would be 128*l.* 5*s.* 8*d.*, instead of 29*l.*, as stated by Mr. Murray." In support of this statement, Master Brougham has referred to a case in his own office, which he states to be "as uncontested a case as could possibly be." It appears, however, that this case has nothing whatever to do with the question to which my evidence was directed, it having been a proceeding under the Act of the 3d & 4th of the Queen, chapter 55 (now repealed), commenced in 1843, and concluded in 1846 (before the Act of the 8th & 9th of the Queen was passed), thus having been three years before the Court. Could the bills of costs for these proceedings be produced, I have no doubt they would be found considerably to exceed 128*l.* 5*s.* 8*d.*, Master Brougham's estimate. The Act of the 8th & 9th of the Queen, and the Orders of the Court framed in pursuance of it, were passed and framed for the purpose of preventing the great expense theretofore incurred by rendering the employment of Counsel unnecessary, and by very much simplifying and curtailing the proceedings; and I think from the whole tenor of Master Brougham's evidence, that he cannot have fully turned his attention to the course of proceeding under the new Act and the Orders of the Court; and I also think that he must have merely looked at the sum total of my estimate, and not at the items of charge of which that estimate was composed, or he would at once have

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seen his error in citing the case in his office, as any guide to the expense of the proceedings under the Act of the 8th & 9th of the Queen. It will further appear by my former evidence, that my estimate was founded on the supposition that the proceedings would be carried on without the Master requiring other parties to be represented by a different Solicitor, but that if he did require that, I considered, that except in a case of a vexatious opposition, the additional costs would be very trifling. In reference to this part of my evidence, Master Brougham says (75), "You might safely leave the Master to be the judge, whether there should be more than one Solicitor, or whether the interests of the remainder-man might be entrusted to the tenant for life's Solicitor." Master Brougham then states (76), that he considers mine an under-estimate in the supposed case of a father and son joining together. I will now, by permission of your Lordships, proceed to show that the estimate prepared by me at the request of the Lord Chancellor, and a copy of which forms a part of my former evidence, was strictly accurate, and I shall do so, not by referring to a supposed or even a nameless case, but to cases which have actually occurred. The proceedings under the Act of the 8th & 9th of the Queen, and the Orders of the Court, may be classed under six heads:—1st. The application to the Court for the reference to the Master, and the Order made thereon; 2d. The proceedings before the Master and obtaining his Report; 3d. The application to the Court for confirming the Report and the Order made thereon; 4th. Obtaining the Master's Certificate, that a party advancing money for drainage becomes entitled to a charge on the land drained; 5th. The taxation of costs; 6th. Obtaining the Master's certificate of sums expended. The only proceedings as to which there was a chance of my having miscalculated the expense, were those under the heads 2d and 3d, viz., the proceedings in the Master's office, and the subsequent proceedings to confirm the Report. I mention this, because I am not aware of any case in which the proceedings have gone further than the confirmation of the Master's Report; but if I can show that, in respect of the proceedings up to that point where the merits were decided on and the sanction of the Court obtained, I was strictly correct in my estimate, I think I shall have credit for not being far from right in respect of the subsequent proceedings. Those under heads 4th and 5th, being mere matters of form, and the Master having, under head 6th, only to be satisfied by affidavit that the money has been properly expended, and to issue his certificate accordingly, in the form prescribed by the orders of the Court, I have no doubt but that the sum allowed in my estimate for the proceedings under this head (the 6th) will be sufficient in almost every case. I mentioned in my former evidence two cases of C. D——s, which I stated to have proceeded as far as the Master's Reports, which were then waiting for confirmation, and these are the cases to which I shall now refer. Feeling, however, that anonymous cases are always unsatisfactory, I have obtained permission to state, that in these cases the applicant to the Court was Colonel Wyndham, of Petworth; he applied to the Court in the character of tenant for life, one of his sons being first tenant in tail, *in esse*. Colonel Wyndham has made four separate applications, three of which have been referred to Master Wingfield, and the other to Master Senior; in each of these cases the Master has allowed Colonel Wyndham and his son to be represented by the same Solicitor, and he has not required the trustees of the will by which the estates are settled (they being merely trustees to preserve contingent remainders) to appear before him. These cases have all proceeded as far as the confirmation of the Master's Reports, the Orders for such confirmation giving liberty to drain the lands under the provisions of the Act. The bills of costs in these cases have been sent by Colonel Wyndham's Solicitors for my approval, as Auditor for his Sussex estates, and the following is a copy of one of them, which, with your Lordships' permission, I will put in. The proceedings in this case took place in the office of Master Senior.

The Witness delivers in the same, which is as follows:

Colonel Wyndham,

To Murray, Rymer & Murray.

For obtaining the Sanction of the Court for Draining New House Farm, and having the Expense charged on the Estate, pursuant to Act 8 & 9 Vict., cap. 56.

1847:		£.	s.	d.
December 11.	Instructions for Petition for Reference - - - -	-	6	8
	Drawing and Copy Petition - - - -	-	10	-
	Attending presenting - - - -	-	6	8
	Paid for Order and Entry - - - -	-	6	-
		Paid		

		£.	s.	d.	J. A. Murray, Esq. 26th April 1849.
1847 :					
December	11. Paid filing Petition - - - - -	-	1	-	
	Attending to have Master in rotation marked - - - - -	-	6	8	
	Paid - - - - -	-	1	-	
	Copy Order for Master - - - - -	-	2	6	
	Warrant to consider Order - - - - -	-	5	6	
	Attending same - - - - -	-	6	8	
„	18. Drawing and Copy ; state of Facts (fo. 24)	-	16	-	
	Instructions for Affidavit of Surveyor in support of Facts	-	6	8	
	Drawing same (fo. 15) - - - - -	-	15	-	
	Engrossing - - - - -	-	5	-	
	Attending to swear same - - - - -	-	6	8	
	Paid Oath and Exhibit - - - - -	-	5	-	
	Instructions for Affidavit of Tenant's consent - - - - -	-	6	8	
	Drawing same (fo. 5) - - - - -	-	5	-	
	Engrossing - - - - -	-	1	8	
	Attending to swear - - - - -	-	6	8	
	Paid Oath and Exhibit - - - - -	-	5	-	
„	20. Warrant on leaving Facts and Affidavits	-	5	6	
	Warrant to proceed - - - - -	-	5	6	
	Attending thereon when the Master required Colonel Wyndham to make an Affidavit that there were no incumbrances on the Property - - - - -	-	6	8	
	Instructions for Affidavit accordingly - - - - -	-	6	8	
	Drawing same (fo. 5) - - - - -	-	5	-	
	Engrossing - - - - -	-	1	8	
	Attending to swear - - - - -	-	6	8	
	Paid Oath - - - - -	-	2	6	
	Warrant on leaving Affidavit - - - - -	-	5	6	
	Attending thereon, Facts allowed - - - - -	-	6	8	
1848 :					
January	26. Warrant to show cause against preparing Draft Report - - - - -	-	5	6	
	Attending thereon - - - - -	-	6	8	
	Warrant to prepare Report - - - - -	-	5	6	
	Paid Master drawing Report (fo. 24) - - - - -	-	1	4	
	Paid for Copy Draft Report - - - - -	-	8	-	
	Close Copy - - - - -	-	8	-	
	Warrant to settle Draft Report - - - - -	-	5	6	
	Attending thereon - - - - -	-	6	8	
	Paid transcribing Report - - - - -	-	8	-	
	Warrant to sign Report - - - - -	-	5	6	
	Attending same - - - - -	-	6	8	
	Paid Master signing - - - - -	-	1	-	
February	4. Attending filing Report - - - - -	-	6	8	
	Paid Filing, and Office Copy - - - - -	-	9	-	
	Instructions for Petition to confirm Report - - - - -	-	6	8	
March	11. Drawing, and Copy Petition to confirm Report (fo. 20)	-	1	10	
	Attending presenting same - - - - -	-	6	8	
	Paid for Order and Entry - - - - -	-	6	-	
	Paid filing Petition - - - - -	-	1	-	
	Letters and Messengers - - - - -	-	5	-	
		£.	18	5	4

It will appear by my former evidence, that my estimate of the expenses up to this point of the proceedings was 14 *l.* 8 *s.* The above bill of costs amounts to 18 *l.* 5 *s.* 4 *d.*, being a difference of 3 *l.* 19 *s.* 4 *d.* above my estimate, which is accounted for by the fact that I allowed for one affidavit only, whereas in the above bill three affidavits appear to have been used, in consequence, as I presume, of its not having been exactly known what evidence would be required until after the first attendance on the Master. It appears, also, that in the above case the Master's Report was 24 folios, whereas in my estimate I calculated it at 20 folios. The bills of costs in the other three applications by Colonel Wyndham are made out on the same scale, and vary from the above in very trifling particulars, according to the length of the Master's Report in each case. With respect to the proceedings subsequent to the confirmation of the Master's Report, they are, as I before mentioned, matters of form, or nearly so; and I feel confident that my estimate of the expense attending them is not below the mark. With reference to Master Brougham's answer to Question 74, I have, I think, in the first place, shown your Lordships that two Masters have been satisfied that the Solicitor for the tenants for life, who wishes to charge the settled estate, should represent also the interests

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to be protected; and in the next place, I have proved that an uncontested case is to cost the small sum mentioned in my former evidence. I trust, also, that I have satisfied your Lordships that my calculations were not rashly or inconsiderately made.

615. What is your opinion of the working of the Act as far as respects the proceedings in the Court and before the Master?

My opinion is, that so far as respects the proceedings in the Court and the Master's office, the Act of the 8th & 9th of the Queen may be worked most satisfactorily, and in 99 cases out of 100, at the very moderate expense I have stated; and I would draw the attention of your Lordships to the despatch with which the proceedings may be carried on. The case to which the above bill of costs refers, was commenced on the 11th of December 1847; and the whole matter up to the confirmation of the Master's Report, was finished on the 11th of March 1848, a period of three months, notwithstanding the Christmas vacation (a fortnight long) occurred in the time: this contrasts strongly with the case mentioned by Master Brougham, which occupied three years; that was under the Act of the 3d & 4th of the Queen, which rendered all those proceedings to which he refers absolutely necessary.

616. What was that Act called?

It was the Drainage Act. This Act of the 8th & 9th of the Queen is an Act repealing that Act, and making fresh provisions.

617. It is commonly called Pusey's Act?

Yes. The Act of the 8th & 9th of the Queen was passed in order to save the great expense of applications to the Court, in consequence of Counsel being employed, and other proceedings being necessary; but Master Brougham appears to have lost sight of that; he puts down in his estimate fees to Counsel over and over again; whereas in the estimate given in my former evidence, there is not a single fee to Counsel charged.

618. And that was approved of by the Lord Chancellor?

The estimate was made out by me, with the assistance of one of the Taxing Masters of the Court, and I am perfectly certain that if the public knew the small expense in attending these proceedings when undertaken by parties who understand the practice of the Court, there would be many more applications made than there now are, provided this Act was amended in other respects. The Orders made in pursuance of the Act by the Lord Chancellor and the Master of the Rolls, were prepared by the Master of the Rolls avowedly for the purpose of saving to parties the expense of attending the Judge by Counsel or Solicitor, when their attendance could safely be dispensed with; and in practice, when the Petitions for reference or confirmation of the Report have been presented to him by me, as Secretary, the Master of the Rolls has personally attended to the matter in his private room, and on consideration of the evidence, has made the Order, or given such direction as he thought right.

619. What do you think of the suggestion that has been made that the Master should have original jurisdiction?

I see no necessity for it at all, and I think it inexpedient. Master Brougham's idea appeared to be, that it would save expense; he says that it "would save the expense of drawing the Petition, the service of the Petition, the Attorney's fee, the fee to Counsel, and the expense of the Order." The very effect of the Order No. 3, set out in my former evidence, is to render this expense unnecessary; and in all the cases that have as yet occurred (now about 10) the service of the Petition and the attendance of Counsel and Solicitor have been dispensed with. In the bill of costs, copied above, it will appear that the costs of procuring the order of reference were only 1*l.* 10*s.* 4*d.*, out of which 7*s.* was a payment to the Court; therefore, for the small sum of 1*l.* 3*s.* 4*d.* to his Solicitor, the party is placed right before the Master. Were he to go in the first instance before the Master, I am sure that a much larger expense would be incurred in obtaining the decision of the Master, that he was rightly there, which must be a preliminary to any other proceedings.

620. Do you think it unnecessary or inexpedient that the Master's Report, under the Act, should be subject to confirmation by the Court before the land to be drained is charged?

Master

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J. A. Murray, Esq.

26th April 1849

Master Brougham suggests, that the Report should be binding without confirmation, and there again his opinion seems to proceed upon the expense of confirming the Report; but in the bill delivered in by me, it appears that the expense of confirming the Report in Colonel Wyndham's case was 2*l.* 10*s.* 4*d.*; and all the Reports hitherto made under this Act having been confirmed by the Master of the Rolls, I am enabled to state that the expense has been much the same in all cases. With respect to the expediency of the Report being confirmed by the Court, I would mention the course of practice adopted at the Rolls as to that proceeding. When the Master's Report is filed, an office copy is brought to the Secretary's office, together with the evidence upon which it is founded, and a Petition praying that it may be confirmed. It is my duty to peruse these papers in the first instance, and to ascertain that they are technically correct; they are then submitted to the Master of the Rolls, and if he is satisfied with the Master's finding, he gives directions for the order confirming the Report to be made. Out of about eight Reports which have come before the Master of the Rolls for confirmation, one has been sent back to the Master, his Lordship not being satisfied with the evidence upon which the Master had proceeded. I saw the Master as to this particular Report, and he at once felt the weight of the Master of the Rolls' objection, and further evidence having been produced, the Report was altered, and ultimately confirmed, and this without the party having been put to the expense or trouble of any Order referring it back to the Master. The Master of the Rolls told me to go privately to the Master and point out the error that there was in the Report, in order that he might not have to put the parties to the expense of making a further Order to refer it back. I saw the Master, and the Report was put right, and no further delay or expense was incurred.

621. Does not that show that an application to the Master of the Rolls, for him to pass his opinion upon the matter, is desirable?

I think it proves the expediency as well as the propriety of it. You have two heads instead of one, and the public would naturally have more confidence in the decision of one of the Judges of the Court being ultimately taken, than in its being merely left to the judgment of the Master. With reference also to the application in the first instance, I think it is much more desirable that the Court should set the matter in motion; and I know that that is the opinion of the profession generally.

622. And that the Court should conclude it?

Yes.

623. Is it your opinion, that if the Master had original jurisdiction, parties would be more likely to prosecute those matters in person rather than through the intervention of a Solicitor?

I should not think it likely that the fact of the expense being 30*s.* less than it now is, would induce a country gentleman, in Yorkshire for instance, to come up personally to London, and go before the Master to make out his case.

624. You stated in your evidence before, that there were some points in this Act which, in your opinion, ought to be made clearer?

Yes; one of the great reasons why applications under this Act are not more frequent, is the difficulty of borrowing money under it. People will not lend money. There was one point upon which Colonel Wyndham wished an opinion to be taken in his case, and his Solicitors have furnished me with the case and the opinion of an equity and conveyancing Counsel, upon which great attention has evidently been bestowed, pointing out the difficulties of borrowing money under the Act for the purpose of drainage, and suggests that there is a chance of a portion of the money lent being lost, and that there may be great difficulty in recovering a part of the instalments and interest in case of the death of the tenant for life, before any particular instalment has become due. That arises from the way in which the Act is framed; and there are other difficulties. Insurance offices, which were in the habit formerly of lending large sums of money to the clergy under the Tithe Commutation Act, to enable them to pay the expense of the commutations, have been applied to by the clergy to lend money under this Act, and they have declined doing so, knowing that a difficulty existed. I obtained from an insurance office the opinion of their Solicitors, stating their reason

J. A. Murray, Esq. for advising that money could not safely be advanced under this Act, which I will put in.

26th April 1849.

625. Will you read the whole case and opinion which you have referred to?

I will. The case submitted was as follows: "You are requested to peruse the accompanying Act of Parliament and advise.—First, whether a tenant for life, or other person within the meaning of the 3d section, expending money for the purposes in the Act mentioned, must execute any charge after obtaining the Master's certificate, as provided by sections 6 and 7, and by what process the representatives of a tenant for life or such other person could recover the instalments which might remain due at the time of his death. Second, whether money can be safely advanced to a tenant for life or such other person for the purposes of the Act, and what remedies any person so lending money would have against the land, and how and by what process such remedies, if any, could be enforced." Upon which case the following opinion was given: "I think that the charge is complete when the Master's certificate is obtained in the manner pointed out by the Act, and that the tenant for life or other person making improvements under the Act need not execute any instrument by way of charge after obtaining the certificate. The money borrowed is to be a charge on the inheritance, and to have priority over other charges (section 6), and bear interest payable half-yearly (section 7), but nevertheless is to be repaid by annual instalments within a limited number of years (section 9), and every successive tenant for life or person having a limited interest in the lands is bound to pay the interest and instalments becoming payable in his time, and the inheritance shall not be charged with more than the last six months' interest and instalment (section 10). When the estate is in settlement, or prior incumbrances are displaced by the charge, the owner of the charge will be bound to exert his utmost vigilance to prevent any accumulation of arrears of interest or instalments. The 10th section allows six months' arrears only to be charged against the estate in remainder; and I think that the prior incumbrancers will have a right to insist that he who comes to displace them shall avail himself of all his powers to prevent an accumulation of charges to their prejudice. I think that the words, 'shall be bound to pay,' in the 10th section, give a right of action to the owner of the charge against each succeeding tenant for life or owner of a limited interest in the lands, for the interest and instalments becoming payable in his time, and a right of action to the remainder-man against the preceding tenant or his representatives, whose default in keeping down the interest and instalments shall have occasioned six months' interest and half a year's instalment, payable in his time, to be levied, under the 10th section, out of the estate in remainder. It is observable that no right of action is given to the owner of the charge against the remainder-man in fee for the interest and instalments becoming payable in his time. Supposing no neglect to have occurred, so as to give prior incumbrancers a right to complain that there has been an undue accumulation of charge, I think that the owner of the charge can enforce it by obtaining, through the medium of a bill in equity, a Receiver and sequestration; and also (notwithstanding the charge is to be levied in a limited number of years) by a sale of such estate and interest in the lands as is vested in the party who has neglected to pay the interest and instalments. Unless a sale can be made of the whole interest of the party making default, I do not see what effect is to be given to the declaration in the 6th section, that the inheritance shall be charged; but it is obvious that more than the estate and interest of the party making default cannot be sold, because remainder-men, or their estates, are not to be liable (except for six months' arrears) for the defaults of the previous tenants; I, therefore, think that the representatives of a tenant for life, or owner of a limited interest, lending money and obtaining a charge according to the Act, could, as against a succeeding tenant for life or partial owner, maintain an action at law for interest and instalments becoming due in his time, and through a bill in equity obtain the benefit of his charge against each successive owner's estate and interest, by means of a Receiver, sequestration, and sale. Second, any one advancing money to or on behalf of a tenant for life or other person, for the purposes of the Act, must encounter the risk of first having his money expended in the improvements, and of afterwards satisfying the Master that it has been fully and properly expended. In my answer to the previous question will be found my view of his remedies for realizing his charge. I think that where there are prior incumbrancers, the security would be likely to lead to considerable difficulties.

Comyn's Digest,
1 vol. 225.

difficulties.—P. S. When I wrote the above, I did not address myself to the case of Ecclesiastical Corporations. I think that an Ecclesiastical Corporation cannot be considered at law as a person having a limited interest; he has the fee. It therefore follows, that there would be no right of action against a vicar, rector, or other Ecclesiastical Corporation. There would, consequently, be the risk of losing all arrears left unpaid by such a person."—Many of the clergy, I know, have been very anxious to avail themselves of this Act by borrowing on the security of their livings; and it was in consequence of the knowledge of that fact, that I suggested a question to which the last paragraph of the opinion refers. This is a copy of a letter to an insurance office from their Solicitors on this point: "We see considerable difficulty in lending money under the Drainage Act 8 & 9 Vict., c. 56. It appears to us that the money must be advanced in some cases for a considerable time before the lender will get any security. Before the security is complete, the Master in Chancery must be satisfied that the money has been fully expended in the improvements, and then he is to inquire into the costs, and give a certificate, and then, and not till then, the lands will become charged. By the 10th section, it is provided that upon the death of the person who borrowed the money, the inheritance shall remain chargeable with no more than six months' arrear of interest then due, and one-half of the last instalment then due, and the interest and instalments thereafter to become due, so that if one year's instalment and interest become due on the 24th of June, and the tenant for life should die on the 25th of June, or before the payment is made, the lender would have a charge upon the land for only half the amount due, and must look to the representative of the tenant for life, probably a person without means, for the other half." It is upon that letter that the insurance office has refused to lend money to the clergy for the purpose of draining their glebes.

626. The case is stronger with regard to the clergy than with regard to other parties?

Yes; the Act says, "persons having a limited interest," and it appears doubtful whether these words can apply to an Ecclesiastical Corporation.

627. There is a clause in the Act which renders it imperative that the tenants should consent before an application to the Court can be made?

Yes.

628. This Act applies to Ireland as well as England?

Yes.

629. Was not Colonel Wyndham anxious at one time to drain land in Ireland?

He had given instructions to drain a very large tract of land.

630. With respect to Ireland, has there been any inconvenience from the Act requiring the consent of every tenant?

Yes, inconvenience was found in that case; there was a large tract of land of 4,073 acres, upon which there were 235 tenants, and upon which Colonel Wyndham desired to make permanent improvements under this Act, but before an application could be made to the Court, it was necessary to obtain the consent of the occupying tenants. Applications were made to several of them, and they refused to give their consents; so that Colonel Wyndham could not proceed with the intended permanent improvements.

631. Those were all yearly tenants?

Yes, I believe so.

632. There have been only 10 applications made?

Only 10 to the Court of Chancery in England; but, I believe, the small number of applications is owing to parties not being aware of the trifling expense of getting the sanction of the Court of Chancery.

633. And if the Act were amended, so as to get rid of the difficulty with respect to persons lending money, you think it would work very well?

Yes.

634. There was some difficulty with respect to the portion of the property that was to be charged for those improvements; whether it was to be charged

J. A. Murray, Esq. upon the whole estate that was held under the same trust, though the lands might be in different counties, or whether it ought to be charged upon the lands actually drained ?

26th April 1849.

Yes ; the opinion of Counsel upon that point appears in my former evidence. That question, I think, ought to be set at rest, and there ought not to remain any doubt upon the subject.

635. Which would be the right way of deciding it ?

It is difficult to say ; I think that the proper way would be that it should be charged upon the land actually drained, so far as is practicable ; that is, supposing a particular farm is drained, it should be charged upon that farm ; for, in the event of an exchange of a particular farm being desirable, unless it were known what the actual amount charged upon that particular farm was, great inconvenience might arise ; but then it is a very difficult thing to say exactly what land is drained ; because, though the application may apply to a particular farm, in draining that, you may drain land at a great distance from it. There ought to be some means by which the owner of an estate may specify exactly upon what land he intends the Act to operate.

The Witness is directed to withdraw.

Ordered, That this Committee be adjourned.

Brought from the Lords, 22 May 1849.

FIRST REPORT

FROM THE

SELECT COMMITTEE OF THE HOUSE OF LORDS

APPOINTED TO INQUIRE INTO

The EXPEDIENCY of a LEGISLATIVE ENACTMENT
being introduced to enable POSSESSORS of
ENTAILED ESTATES to charge such ESTATES
with a SUM, to be limited, for the PURPOSE
of DRAINING and otherwise PERMANENTLY
IMPROVING the same;

AND TO REPORT THEREON TO THE HOUSE;

TOGETHER WITH THE

MINUTES OF EVIDENCE.

SESSION 1849.

*Ordered, by The House of Commons, to be Printed,
6 June 1849.*

R E P O R T

FROM THE

C O M M I T T E E

UPON

E X P I R I N G L A W S :

FOR THE

IIND Session—XVTH Parliament of the United Kingdom of
GREAT BRITAIN AND IRELAND.

(12 VICTORIA, 1849)

Ordered, by The House of Commons, to be Printed,
4 April 1849.

Lunæ, 2^a die Aprilis, 1849.

Ordered, THAT a Committee be appointed to inquire what Temporary Laws of a Public and General Nature are now in force, and what Laws of the like nature have expired since the last Report upon the subject; and also, what Laws of the like nature are about to expire at particular periods, or in consequence of any contingent public event; and to report the same, with their Observations thereupon, to The House;—and that the Committee do consist of—

Mr. Parker,
Mr. Tufnell,
Mr. Attorney General,
Mr. Bernal,
The Judge Advocate,
The Lord Advocate,
Mr. Hume,
Mr. Aglionby,

Mr. Mackenzie,
Mr. Bellew,
Mr. Greene,
Mr. Gibson Craig,
Sir George Clerk,
Mr. Hawes,
Mr. Stafford.

Ordered, THAT the Committee have power to send for Persons, Papers and Records.

Ordered, That FIVE be the Quorum of the Committee.

R E P O R T.

THE SELECT COMMITTEE appointed to inquire what TEMPORARY LAWS of a Public and General Nature ARE NOW IN FORCE, and what LAWS of the like nature HAVE EXPIRED since the last Report upon the subject; and also, and what LAWS of the like nature ARE ABOUT TO EXPIRE at particular Periods, or in consequence of any Contingent Public Event; and to report the same, with their Observations thereupon, to The HOUSE:—

HAVE examined the Matters to them referred; and have agreed to the following Report.

4 April 1849.

L I S T. ---

REGISTER OF TEMPORARY LAWS NOW IN FORCE - - - - p. 5

EXPIRED LAWS (from 1 January 1848 to 1 January 1849) - - - - p. 17

INDEX OF TEMPORARY LAWS:—

CLASS I.—TEMPORARY LAWS the Duration of which is certain, unless so far as
they depend on the Sitting of Parliament - - - - p. 18

CLASS II.—TEMPORARY LAWS the Duration of which is uncertain - - - - p. 20

INDEX to LAWS which were inserted in the last Report of the Committee on Expiring
Laws (16 March 1848), but which are now omitted - - - - p. 21

INDEX of the Subject-Matter of the Acts contained in this Report - - - - p. 22

REGISTER OF TEMPORARY LAWS NOW IN FORCE—continued.						
Matter.	Date.	Ch.	When passed.	Title of the Act.	Duration.	
3. EAST INDIA COMPANY (Foreign Trade).	37 Geo. 3.	117.	19 July 1797.	For regulating the Trade to be carried on with the British Possessions in India, by the Ships of Nations in amity with His Majesty.	30 April	1854
	continued 3. 4 Will. 4.	85.	28 Aug. 1833.			
4. CHURCHES.	58 Geo. 3.	45.	30 May 1818.	For building, and promoting the building, of Additional Churches in populous Parishes.	20 July and END of then NEXT SESSION, unless Commission sooner revoked by Her Majesty.	1853
	amended 8, 9 Vict.	70.				
	continued 11, 12 Vict.	71.	31 Aug. 1848.			
5. ASSESSED TAXES (Great Britain).	59 Geo. 3.	51.	2 July 1819.	To relieve persons compounding for their Assessed Taxes from an Annual Assessment.	5 April	1851
	amended 1 Geo. 4.	73.				
	continued & amended 8, 9 Vict.	36.	21 July 1845.			
6. AMERICAN AND PORTUGAL TRADE.	59 Geo. 3.	54.	2 July 1819.	To carry into effect a Convention of Commerce, concluded between his Majesty and the United States of America, and a Treaty with the Prince Regent of Portugal.	Duration of the Convention with America, and Treaty with Portugal and with any Foreign Power, containing a Reciprocity Provision.	
7. HIGHLAND ROADS and BRIDGES (Scotland).	4 Geo. 4.	56.	8 July 1823.	For maintaining in repair the Military and Parliamentary Roads and Bridges in the Highlands of Scotland; and also certain Ferry Piers and Shipping Quays erected by the Commissioners for Highland Roads and Bridges.	24 July and END of then NEXT SESSION.	1864
	amended 5 Geo. 4.	38.				
	amended and continued by 3. 4 Will. 4.	33.	24 July 1833.			
	extended 11, 12 Vict.	40.	14 Aug. 1848.			

REPORT UPON TEMPORARY LAWS.

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REGISTER OF TEMPORARY LAWS NOW IN FORCE—continued.

Matter.	Date.	Ch.	When passed.	Title of the Act.	Duration.
8. WESTERN AUSTRALIA.	10 Geo. 4. continued 9, 10 Vict.	22. 35.	14 May 1829. 27 July 1846.	To provide for the Government of His Majesty's Settlements in Western Australia, on the Western Coast of New Holland.	31 December and END of then NEXT SESSION. 1848
9. COAL TRADE, (PORT OF LONDON.)	1, 2 Will. 4. continued 8, 9 Vict.	lxxvi. 101.	Local. 4 Aug. 1845.	For regulating the Vend and Delivery of Coals in the Cities of London and Westminster, and in certain Parts of the Counties of Middlesex, Surrey, Kent, Essex, Hertfordshire, Buckinghamshire and Berkshire.	5 July 1862
10. SOAP, EXCISE ALLOWANCES.	3, 4 Will. 4. continued. 5, 6 Will. 4. amended & continued 2, 3 Vict. repealed, except as to Allowances on Soap used, &c. 3, 4 Vict. continued 5 Vict. 10, 11 Vict.	16. 15. 32. 49, § 71. 7. 41.	10 June 1833. 25 June 1847.	To repeal the Duties, Allowances and Drawbacks of Excise on Soap, and to grant other Duties, Allowances and Drawbacks in lieu thereof.	31 July and END of then NEXT SESSION. 1848
11. EAST INDIA COMPANY'S TERRITORIES.	53 Geo. 3. 3, 4 Will. 4.	155. 85.	21 July 1833. 28 Aug. 1833.	For effecting an Arrangement with the East India Company, and for the better Government of His Majesty's Indian Territories. § 12. Dividend out of Revenues of Territories retained, subject to Redemption by Parliament (on 12 Months' notice) upon and at any time after - - - - - § 13. If the Company be deprived of the Government of India on or after 30th April 1854, they may (within one year) demand Redemption of the Dividend, and Dividend must be redeemed within three years after such demand.	30 April 1854 30 April 1874

REGISTER OF TEMPORARY LAWS NOW IN FORCE— <i>continued</i>						
<i>Matter.</i>	<i>Date.</i>	<i>Ch.</i>	<i>When passed.</i>	<i>Title of the Act.</i>	<i>Duration.</i>	
12. WEST INDIES RELIEF.	2, 3 W. 4. extended to Dominica 5, 6 W. 4. amended by 7, 8 Vict. 8, 9 Vict. continued 11, 12 Vict.	125. 51. 17. 50. 38.	16 Aug. 1832. 14 Aug. 1848.	For enabling His Majesty to direct the Issue of Exchequer Bills, to a limited Amount, for the purposes and in the manner therein mentioned, and for giving Relief to Trinidad, British Guiana and Saint Lucia. Powers of Commissioners continued - -	Until Loan of £. 995,000 under the Act shall have been advanced, or the Commissioners of Her Majesty's Treasury shall sooner determine.	
13. BANK OF ENGLAND PRIVILEGES.	3, 4 W. 4. amended by 7, 8 Vict.	98. 32.	29 Aug. 1833.	For giving to the Corporation of the Governor and Company of the Bank of England certain Privileges for a limited period, under certain conditions.	Determinable on 12 Months' Notice, after 1 August and Payment of the Debt due from the Public to the Bank.	1855
14. LINEN, HEMPEN, COTTON and other MANU- FACTURES (Ireland).	5, 6 Will. 4. continued and amended 7, 8 Vict.	27. 47.	21 Aug. 1835. 20 July 1844.	To continue and amend certain Regulations for the Linen and Hemen Manufactures in Ireland.	29 July and END of then NEXT SESSION.	1849
15. TITHES COMMUTA- TION.	6, 7 Will. 4. amended 5 Vict. 5, 6 Vict. 10, 11 Vict.	71. 7. 54. 104.	18 Aug. 1836. 29 July 1847.	For the Commutation of Tithes in England and Wales. Commissioners, &c. continued - - -	1 October and END of then NEXT SESSION.	1850
16. USURY.	7 Will. 4. & 1 Vict. amended and extended 2, 3 Vict. continued 8, 9 Vict.	80. 37. 102.	17 July 1837. 4 Aug. 1845.	To exempt certain Bills of Exchange and Promissory Notes from the operation of the Laws relating to Usury.	1 January	1851

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REGISTER OF TEMPORARY LAWS NOW IN FORCE— <i>continued.</i>					
<i>Matter.</i>	<i>Date.</i>	<i>Ch.</i>	<i>When passed.</i>	<i>Title of the Act.</i>	<i>Duration.</i>
17. CIVIL LIST.	1 Vict. st. 2.	2.	23 Dec. 1837.	For the Support of Her Majesty's Household, and of the Honour and Dignity of the Crown of the United Kingdom of Great Britain and Ireland - - - - -	6 Months after the Death of The Queen.
18. FOREIGN TRADE.	1, 2 Vict.	113. § 27, 29	16 Aug. 1838.	To amend the Laws relating to the Customs. Provisions of 59 Geo. 3, c. 54, extended to other Foreign Powers.	Duration of Treaty with any Foreign Power, containing a Reciprocity Provision.
19. PRISONS (Scotland).	2, 3 Vict. continued and amended 7, 8 Vict.	42. 34.	17 Aug. 1839. 19 July 1844.	To improve Prisons and Prison Discipline in Scotland. * Note.—The title of this Act differs from the enacting clause § 32, as to its duration.	1 January * and END of then NEXT SESSION.
20. OATHS, UNLAWFUL, (Ireland).	2, 3 Vict. continued and amended 11, 12 Vict.	74. 89.	24 Aug. 1839. 31 Aug. 1848.	To extend and render more effectual an Act [4 Geo. 4. c. 87] to amend an Act [50 Geo. 3. c. 102] for preventing the administering and taking unlawful Oaths in Ireland.	1 September and END of then NEXT SESSION
21. ASSAULTS (Ireland).	2, 3 Vict. continued 7, 8 Vict.	77. 23.	24 Aug. 1839. 4 July 1844.	For the better Prevention and Punishment of Assaults in Ireland.	1 September
22. SPIRITS (Ireland.)	2, 3 Vict. Temporary Provisions continued 7, 8 Vict.	79. 82.	24 Aug. 1839. 9 Aug. 1844.	For the better prevention of the Sale of Spirits by Unlicensed Persons in Ireland.	24 August
23. POOR'S RATES STOCK IN TRADE EXEMPTION.	3, 4 Vict. continued 10, 11 Vict. 11, 12 Vict.	89. 77. 85.	10 Aug. 1840. 31 Aug. 1848.	To exempt Inhabitants of Parishes, Townships, and Villages from liability to be rated as such, in respect of Stock in Trade or other Property, to the Relief of the Poor, until - - -	1 October, and END of then NEXT SESSION.

REGISTER OF TEMPORARY LAWS NOW IN FORCE—continued.						
Matter.	Date.	Ch.	When passed.	Title of the Act.	Duration.	
24. LOAN SOCIETIES.	3, 4 Vict. continued 10, 11 Vict. 11, 12 Vict.	110. 53. 64.	11 Aug. 1840. 31 Aug. 1848.	To amend the Laws relating to Loan Societies.	1 October and END of then NEXT SESSION.	1849
25. TURNPIKE ACTS, (E. & W.)	4, 5 Vict. continued 10, 11 Vict.	9. 105.	6 April 1841. 22 July 1847.	For removing Doubts as to the Continuance of certain local Turnpike Acts. Certain Acts are continued by 10 & 11 Vict. c. 105, until - - - - -	1 October and END of then NEXT SESSION. 1 November only.	1848 1849
26. SURVEY of GREAT BRITAIN.	4, 5 Vict. 9, 10 Vict.	30. 46.	21 June 1841. 7 Aug. 1846.	To authorize and facilitate the Completion of a Survey of Great Britain, Berwick-upon-Tweed and the Isle of Man.	31 December	1851
27. COPYHOLDS ENFRAN- CHISEMENT.	4, 5 Vict. 10, 11 Vict.	35. 101.	21 June 1841. 22 July 1847.	For the Commutation of certain Manorial Rights in respect of Lands of copyhold and customary Tenure, and in respect of other Lands subject to such Rights, and for facilitating the Enfranchisement of such Lands and for the Improvement of such Tenure. Commissioners, &c. continued - - -	1 October and END of then NEXT SESSION.	1850
28. HIGHWAY RATES. (E.)	4, 5 Vict. continued 10, 11 Vict. 11, 12 Vict.	59. 93. 66.	22 June 1841. 31 Aug. 1848.	To authorize the Application of a Portion of the Highway Rates to Turnpike Roads, in certain cases.	1 October and END of then NEXT SESSION.	1849
29. TURNPIKE ACTS (Ireland).	5, 6 Vict. continued 10, 11 Vict. 11, 12 Vict.	23. 35. 73.	31 May 1842. 31 Aug. 1848.	To continue the several Acts for regulating the Turnpike Roads in Ireland until - - - - -	31 July, or if Parliament be then sitting, END of that SESSION.	1849

REPORT UPON TEMPORARY LAWS.

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REGISTER OF TEMPORARY LAWS NOW IN FORCE—continued.						
Matter.	Date.	Ch.	When passed.	Title of the Act.	Duration.	
30. PROPERTY TAX.	5, 6 Vict. continued 11, 12 Vict.	35. 8.	22 June 1842. 13 April 1848.	For granting to Her Majesty Duties on Profits arising from Property, Profession, Trades and Offices.	5 April, and as to all Arrears of Duties under the Act, until they are paid.	1851
31. STAMP DUTIES (Ireland).	5, 6 Vict. continued 11, 12 Vict.	82. 9.	5 Aug. 1842. 13 April 1848.	For assimilating the Stamp Duties in Great Britain and Ireland, and to make Regulations for collecting and managing the same.	10 October	1851
32. BONDED WHEAT.	5, 6 Vict. continued and amended 8, 9 Vict.	92. 103.	10 Aug. 1842. 4 Aug. 1845.	To permit Wheat to be delivered from the Warehouse or the Vessel Duty-free, upon the previous Substitution of an equivalent Quantity of Flour or Biscuit in the Warehouse.	31 August and END of then NEXT SESSION.	1848
33. LUNATIC ASYLUMS (Ireland).	5, 6 Vict. 10, 11 Vict.	123. 40.	12 Aug. 1842. 21 June 1847.	For amending the Law relating to Private Lunatic Asylums in Ireland.	31 July and END of then NEXT SESSION.	1848
34. WHEAT, &c. (Canada).	6, 7 Vict.	29.	12 July 1843.	For reducing the Duty on Wheat and Wheat Flour, the Produce of the Province of Canada, imported thence into the United Kingdom.	Continuance of Duty imposed by an Act of the Colonial Legislature of Canada, of the 12th Oct. 1842, on all Wheat imported into that Province.	
35. APPREHENSION OF OFFENDERS (France).	6, 7 Vict. amended by 8, 9 Vict.	75. 120.	22 Aug. 1843. 8 Aug. 1845.	For giving Effect to a Convention between Her Majesty and the King of the French for the Apprehension of certain Offenders.	Continuance of said Convention.	

REPORT UPON TEMPORARY LAWS.

REGISTER OF TEMPORARY LAWS NOW IN FORCE— <i>continued.</i>						
<i>Matter.</i>	<i>Date.</i>	<i>Ch.</i>	<i>When passed.</i>	<i>Title of the Act.</i>	<i>Duration.</i>	
36. APPREHEN- SION OF OFFENDERS (America).	6, 7 Vict. amended by 8, 9 Vict.	76. 120.	22 Aug. 1843. 8 Aug. 1845.	For giving Effect to a Treaty between Her Majesty and the United States of America for the Apprehension of certain Offenders.	Continuance of Tenth Article of said Treaty.	
37. COURTS MARTIAL (East Indies.)	7, 8 Vict.	18.	6 June 1844.	To remove Doubts as to the Power of appointing, convening and confirming the Sentences of Courts Martial in the East Indies.	During the continuance of an Act for punishing Mutiny and Desertion, &c.	
38. DUCHY OF CORNWALL.	7, 8 Vict.	65.	6 Aug. 1844.	To enable the Council of His Royal Highness Albert Edward Prince of Wales to sell and exchange Lands and enfranchise Copyholds, Parcel of the Possessions of the Duchy of Cornwall, to purchase other Lands, and for other Purposes.	Temporary Provisions to continue during Minority of the Prince of Wales.	
39. COMMONS INCLOSURE.	8, 9 Vict. extended by 10, 11 Vict.	118. 111.	8 Aug. 1845. 23 July 1847.	To facilitate the Inclosure and Improvement of Commons and Lands held in Common, the Exchange of Lands, and the Division of intermixed Lands; to provide Remedies for defective or incomplete Executions, and for the non-execution of the Powers of General and Local Inclosure Acts; and to provide for the Revival of such Powers in certain cases. Commissioners, &c. continued - -	8 August and END of then NEXT SESSION.	1850
40. DRAINAGE OF LANDS (Ireland.)	9, 10 Vict. continued 10, 11 Vict.	4. 79.	5 March 1846. 23 July 1847.	To amend the Acts for promoting the Drainage of Lands, and Improvement of Navigation and Water-power in connexion with such Drainage in Ireland, and to afford Facilities for increased Employment for the Labouring Classes in Works of Drainage during the present Year.	22 July and END of then NEXT SESSION.	1848

REPORT UPON TEMPORARY LAWS.

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REGISTER OF TEMPORARY LAWS NOW IN FORCE—continued.

Matter.	Date.	Ch.	When passed.	Title of the Act.	Duration.	
41. FEVER (Ireland.)	9, 10 Vict. continued by 10, 11 Vict. 11, 12 Vict.	6. 22. 131.	24 Mar. 1846. 5 Sept. 1848.	To make Provision for the Treatment of Poor Persons afflicted with Fever in Ireland.	1 November and END of then NEXT SESSION.	1849
42. MUTINY ACT (Army).	10, 11 Vict. re-enacted 11, 12 Vict.	12. 11.	23 April 1847. 22 April 1848.	For punishing Mutiny and Desertion, and for the better Payment of the Army and their Quarters. Continuance: In Great Britain - - - - - - Ireland, Jersey and Guernsey, &c. &c. Islands - - - - - - Gibraltar, the Mediterranean, Spain and Portugal - - - - - - Elsewhere in Europe, and in the West Indies and America - - - - Cape of Good Hope, Isle of France or Mauritius, St. Helena, and Western Coast of Africa - - - - - - Elsewhere - - -	25 April 1 May 1 August 1 Sept. 1 January 1 February	1849 1850 1851
43. MUTINY ACT (Marine Forces).	10, 11 Vict. re-enacted. 11, 12 Vict.	13. 15.	23 April 1847. 22 April 1848.	For the Regulation of Her Majesty's Royal Marine Forces while on Shore. Continuance: In Great Britain - - - - - - Ireland, Jersey and Guernsey, &c. &c. Islands - - - - - - Gibraltar, Spain and Portugal - - - - Elsewhere in Europe, and the West Indies, North America, and Cape of Good Hope - - - - Elsewhere - - -	25 April 1 May 25 July 25 Sept. 25 Nov.	1849
44. INDEMNITY OFFICES, &c.	10, 11 Vict. re-enacted 11, 12 Vict.	18. 19.	23 April 1847. 8 June 1848.	To indemnify such Persons in the United Kingdom as have omitted to qualify themselves for Offices and Employments, and to extend the Time limited for those Purposes respectively until - - -	25 March	1849
46. COAL- WHIPPERS.	9, 10 Vict.	36.	27 July 1846.	To continue until the First day of January One thousand eight hundred and Fifty-one, and to the End of the then next Session of Parliament, and to amend an Act for establishing an Office for the Benefit of Coal-whippers of the Port of London.	1 January and END of then NEXT SESSION.	1851

REGISTER OF TEMPORARY LAWS NOW IN FORCE—*continued.*

<i>Matter.</i>	<i>Date.</i>	<i>Ch.</i>	<i>When passed.</i>	<i>Title of the Act.</i>	<i>Duration.</i>	
46. NAVAL MEDICAL SUPPLEMEN- TAL FUND SOCIETY.	9, 10 Vict. continued 11, 12 Vict.	69. 58.	26 Aug. 1846. 14 Aug. 1848.	To authorize an Alteration of the Annuities and Premiums of the Naval Medical Supplemental Fund Society.	14 August and END of then NEXT SESSION.	1858
47. MILITIA BALLOT SUSPENSION.	10, 11 Vict. continued 11, 12 Vict.	68. 65.	22 July 1847. 31 Aug. 1848.	To suspend the making of Lists and the Ballots and Enrolments for the Militia of the United Kingdom.	1 October	1849
48. MILITIA PAY (G. B. & I.)	10, 11 Vict. continued 11, 12 Vict.	88. 75.	22 July 1847. 31 Aug. 1848.	To defray the Charge of the Pay, Clothing, and Contingent and other Expenses of the Disembodied Militia in Great Britain and Ireland; and to grant Allowances to certain Officers of the Militia.	1 August	1849
49. ECCLESIASTI- CAL JURIS- DICTION.	10, 11 Vict. continued 11, 12 Vict.	98. 67.	22 July 1847. 31 Aug. 1848.	To amend the Law as to Ecclesiastical Jurisdiction in England.	1 August and END of then NEXT SESSION.	1849
50. POOR LAW.	10, 11 Vict.	109.	23 July 1847.	For the Administration of the Laws for Relief of the Poor in England. Commissioners, &c. continued.	23 July and END of then NEXT SESSION.	1852
51. NEW ZEALAND.	10, 11 Vict.	112.	23 July 1847.	To promote Colonization in New Zealand, and to authorize a Loan to the New Zealand Company. Certain of the Royal Instructions as to the Settlement of Waste Lands in New Munster, suspended until - - -	5 July	1850
52. CRIME AND OUTRAGE (Ireland.)	11, 12 Vict.	2.	20 Dec. 1847.	An Act for the better Prevention of Crime and Outrage in certain Parts of Ireland until the Thirty-first day of December One thousand eight hundred and Forty-nine, and to the End of the then next Session of Parliament.	31 December and END of then NEXT SESSION.	1849

REPORT UPON TEMPORARY LAWS.

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REGISTER OF TEMPORARY LAWS NOW IN FORCE—continued.

Matter.	Date.	Ch.	When passed.	Title of the Act.	Duration.
53. NEW ZEALAND SUSPENSION.	11, 12 Vict.	5.	7 Mar. 1848.	An Act to suspend for Five Years the Operation of certain Parts of an Act of the Tenth Year of Her present Majesty, for making further Provision for the Government of the New Zealand Islands, and to make other Provision in lieu thereof.	7 March 1853
54. NORTH AMERICAN PASSENGERS.	11, 12 Vict.	6.	28 Mar. 1848.	An Act to make further Provision for One Year, and to the End of the then next Session of Parliament, for the Carriage of Passengers by Sea to North America.	28 March and END of then NEXT SESSION. 1849
55. ALIENS REMOVAL.	11, 12 Vict.	20.	9 June 1848.	An Act to authorize for One Year, and to the End of the then next Session of Parliament, the Removal of Aliens from the Realm.	9 June and END of then NEXT SESSION. 1849
56. HABEAS CORPUS SUSPENSION (Ireland).	11, 12 Vict. continued 12, 13 Vict.	35. 1.	25 July 1848. 27 Feb. 1849.	An Act to empower the Lord Lieutenant, or other Chief Governor or Governors of Ireland, to apprehend and detain, until the First day of March One thousand eight hundred and Forty-nine, such Persons as he or they shall suspect of conspiring against Her Majesty's Person and Government.	1 September 1849
57. PUBLIC WORKS (Ireland).	11, 12 Vict.	51.	14 Aug. 1848.	An Act to provide additional Funds for Drainage, and other Works of Public Utility in Ireland. Treasury may cause to be issued not exceeding £. 945,000, during three years, after 5 April 1848 - - - -	5 April 1851
58. TURNPIKES (England).	11, 12 Vict.	96.	31 Aug. 1848.	An Act to continue certain Turnpike Acts for limited Periods.	1 November 1849

REGISTER OF TEMPORARY LAWS NOW IN FORCE— <i>continued.</i>						
<i>Matter.</i>	<i>Date.</i>	<i>Ch.</i>	<i>When passed.</i>	<i>Title of the Act.</i>	<i>Duration.</i>	
59. SHEEP AND CATTLE (Diseased).	11, 12 Vict.	107.	4 Sept. 1848.	An Act to prevent until the First day of September One thousand eight hundred and Fifty, and to the End of the then Session of Parliament, the spreading of contagious or infectious Disorders among Sheep, Cattle or other Animals.	1 September and END of then SESSION.	1850
60. POOR RELIEF.	11, 12 Vict.	110.	4 Sept. 1848.	An Act to alter the Provisions relating to the Charges for the Relief of the Poor in Unions.	30 September	1849
61. SEWERS, METROPOLI- TAN.	11, 12 Vict.	112.	4 Sept. 1848.	An Act to consolidate and continue in Force for Two Years, and to the End of the then next Session of Parliament, the Metropolitan Commissions of Sewers.	4 September and END of then NEXT SESSION.	1850
62. SAVINGS BANKS (Ireland).	11, 12 Vict.	133.	5 Sept. 1848.	An Act to amend the Laws relating to Savings Banks in Ireland.	1 January and END of then NEXT SESSION.	1850

EXPIRED LAWS:*VIZ.*

FROM 1 JANUARY 1848 TO 1 JANUARY 1849.

<i>Subject.</i>	<i>Original Acts.</i>	<i>Last continuing Act.</i>	<i>Term of Expiration.</i>
CONTAGIOUS DISEASES -	9, 10 Vict. c. 96	9, 10 Vict. c. 96	5 September 1848.
EPIDEMIC DISEASES IN GAOLS (Ireland).	10, 11 Vict. c. 45	10, 11 Vict. c. 45	5 September 1848.
POOR REMOVAL - - -	10, 11 Vict. c. 110	10, 11 Vict. c. 110	1 October 1848.

INDEX OF TEMPORARY LAWS.

CLASS L

TEMPORARY LAWS

THE DURATION OF WHICH IS CERTAIN, UNLESS SO FAR AS THEY DEPEND
ON THE SITTING OF PARLIAMENT.

ARRANGED IN ORDER OF THEIR DURATION.

• The ACTS having this mark, are continued to the Date set against them, and to the End of the then next Session.

† The ACTS having this mark, are continued to the Date set against them, and to the End of the then Session.

No.	Matter.	Date of last continuing Act.	Duration.
40	Drainage of Lands (Ireland) - - -	10, 11 Vict. c. 79 -	22 July - - 1848*
33	Lunatic Asylums (Ireland) - - -	10, 11 Vict. c. 40 -	31 July - - 1848*
10	Soap (Excise Allowances) - - -	10, 11 Vict. c. 41 -	31 July - - 1848*
32	Bonded Wheat - - -	8, 9 Vict. c. 103 -	31 August - 1848*
25	Turnpike Acts (E. & W.) - - -	10, 11 Vict. c. 105 -	1 October - 1848*
8	Western Australia - - -	9, 10 Vict. c. 35 -	31 December 1848*
44	Indemnity - - -	11, 12 Vict. c. 19 -	25 March - 1849
54	North American Passengers - - -	11, 12 Vict. c. 6 -	28 March - 1849*
42	Mutiny Act - - -	11, 12 Vict. c. 11 -	25 April - - 1849
43	Mutiny Act (Marine Forces) - - -	11, 12 Vict. c. 15 -	
55	Aliens Removal - - -	11, 12 Vict. c. 20 -	9 June - - 1849*
14	Linen, Hemp, &c. Manufactures (Ireland) -	7, 8 Vict. c. 47 -	29 June - - 1849*
29	Turnpike Acts (Ireland) - - -	11, 12 Vict. c. 73 -	31 July - - 1849*
48	Militia Pay (G. B. & I) - - -	11, 12 Vict. c. 75 -	1 August - 1849
49	Ecclesiastical Jurisdiction - - -	11, 12 Vict. c. 67 -	1 August - 1849*
22	Spirits (Ireland) - - -	7, 8 Vict. c. 82 -	24 August - 1849
21	Assaults (Ireland) - - -	7, 8 Vict. c. 23 -	1 September 1849
56	Habeas Corpus Suspension (Ireland) - -	12, 13 Vict. c. 1 -	1 September 1849
60	Poor Relief - - -	11, 12 Vict. c. 110 -	30 September 1849
47	Militia Ballot Suspension - - -	11, 12 Vict. c. 65 -	1 October - 1849
28	Poor's Rates (Stock in Trade Exemption) -	11, 12 Vict. c. 85 -	1 October - 1849*
23	Highway Rates (E.) - - -	11, 12 Vict. c. 66 -	
24	Loan Societies - - -	11, 12 Vict. c. 64 -	1 November 1849*
41	Fever (Ireland) - - -	11, 12 Vict. c. 131 -	
58	Turnpike Acts (E.) - - -	11, 12 Vict. c. 96 -	1 November 1849
52	Crime and Outrage (Ireland) - - -	11, 12 Vict. c. 2 -	31 December 1849*

CLASS I.—TEMPORARY LAWS THE DURATION OF WHICH IS CERTAIN, &c.—*continued.*

<i>No.</i>	<i>Matter.</i>	<i>Date of last continuing Act.</i>	<i>Duration.</i>
62	Savings Bank (Ireland) - - - -	11, 12 Vict. c. 133 -	1 January - 1850*
51	New Zealand - - - - -	10, 11 Vict. c. 112 -	5 July - - 1850
39	Commons Inclosure - - - - -	8, 9 Vict. c. 118 -	8 August - 1850*
20	Oaths, Unlawful - - - - -	11, 12 Vict. c. 89 -	1 September 1850*
59	Sheep and Cattle Diseased - - - -	11, 12 Vict. c. 107 -	1 September 1850*
61	Sewers, Metropolitan - - - - -	11, 12 Vict. c. 112 -	4 September 1850*
27	Copyholds Enfranchisement - - - -	10, 11 Vict. c. 101 -	1 October - 1850*
15	Tithe Commutation - - - - -	10, 11 Vict. c. 104 -	1 October - 1850*
16	Usury - - - - -	8, 9 Vict. c. 102 -	1 January - 1851
45	Coalwhippers - - - - -	9, 10 Vict. c. 36 -	1 January - 1851*
30	Property Tax - - - - -	11, 12 Vict. c. 8 -	5 April - - 1851
57	Public Works (Ireland) - - - - -	11, 12 Vict. c. 51 -	5 April - - 1851
5	Assessed Taxes - - - - -	8, 9 Vict. c. 36 -	5 April - - 1851
31	Stamp Duties (Ireland) - - - - -	11, 12 Vict. c. 9 -	10 October - 1851
26	Ordnance Survey - - - - -	9, 10 Vict. c. 46 -	31 December 1851
50	Poor Law - - - - -	10, 11 Vict. c. 109 -	23 July - - 1852
53	New Zealand Suspension Act - - - -	11, 12 Vict. c. 5 -	7 March - 1853
4	Churches - - - - -	11, 12 Vict. c. 71 -	20 July - - 1853*
11	East India Company's Territories - -	3, 4 Will. 4, c. 85 -	30 April - - 1854
3	East India Company (Foreign Trade) -		
46	Naval Medical Supplemental Fund Society -	11, 12 Vict. c. 58 -	31 July - - 1858*
19	Prisons (Scotland) - - - - -	7, 8 Vict. c. 34 -	1 January - 1861
9	Coal Trade (Port of London) - - - -	8, 9 Vict. c. 101 -	5 July - - 1862
7	Highland Roads and Bridges - - - -	11, 12 Vict. c. 40 -	24 July - - 1864*

N.B.—By 48 Geo. 3, c. 106, if a Bill is introduced for the continuance of any Act which would expire in the same Session, and such Act shall expire before the Bill for continuing the same receives the Royal Assent, the continuing Act takes effect from the expiration of the former Act, but not so as to affect any person with any penalty in the interval.

CLASS II.

TEMPORARY LAWS

THE DURATION OF WHICH IS UNCERTAIN.

ARRANGED IN ALPHABETICAL ORDER.

No.	Name.	Date of last continuing Act.	Duration.
6	American and Portugal Trade.	59 Geo. 3, c. 54 - -	-- Duration of Convention with America, and Treaty with Portugal, and with any Foreign Powers, containing a Reciprocity Provision.
35	Apprehension of Offenders (France.)	6, 7 Vict. c. 75 - -	-- Continuation of Convention between Her Majesty and the King of the French for the Apprehension of certain Offenders.
36	Apprehension of Offenders (America.)	6, 7 Vict. c. 76 - -	-- Continuation of the Tenth Article of a Treaty between Her Majesty and the United States of America, for the Apprehension of certain Offenders.
1	Bank of England Incorporation.	4, 5 Will. 4, c. 80 - -	Till redemption of National Debt.
13	Bank of England Privileges.	3, 4 Will. 4, c. 98 - -	-- Determinable on 12 Months' notice after 1st August 1855, and payment of Debt due from the Public to Bank.
2	Bank of Ireland - -	8, 9 Vict. c. 37 - -	-- Until payment of Loans from the Bank to the Public, and 12 Months' Notice of Dissolution.
17	Civil List - - -	1, 2 Vict. c. 2 - - -	Six Months after the Death of the Queen.
38	Cornwall Duchy - -	7, 8 Vict. c. 65 - - -	Minority of Prince of Wales.
37	Courts Martial (East Indies.)	7, 8 Vict. c. 18 - - -	-- During the continuance of an Act for punishing Mutiny and Desertion, &c.
18	Foreign Trade - - -	1, 2 Vict. c. 113 - - -	-- Duration of Treaty with any Foreign Power, containing a Reciprocity Provision.
12	West India Relief - -	11, 12 Vict. c. 38 - -	-- Until the loan of £.955,000 under the Act shall have been advanced, or the Commissioners of Her Majesty's Treasury shall sooner determine.
34	Wheat, &c. (Canada)	6, 7 Vict. c. 29 - - -	-- Continuation of Duty imposed by an Act of the Colonial Legislature of Canada of the 12th October 1842, on all Wheat imported into that Province.

I N D E X

TO

LAWS which were inserted in the last REPORT of the COMMITTEE ON EXPIRING LAWS,

(16 March 1848),

But which are now omitted.

<i>Subject.</i>	<i>No. in Register 1848.</i>	<i>Reason for Omission.</i>
Insolvent Debtors, East Indies	8	Amended and made Permanent by <u>11</u> , <u>12</u> Vict., c. <u>21</u> .
Contagious Diseases - -	48	Expired.
Epidemic Diseases in Gaols (Ireland).	<u>49</u>	Expired.
Poor Removal - - -	<u>54</u>	Expired.

R E P O R T
FROM THE
COMMITTEE
UPON
EXPIRING LAWS.



*Ordered, by The House of Commons, to be Printed,
4 April 1849.*

216.

Under 4 oz.

R E P O R T

FROM THE

SELECT COMMITTEE

ON

HOUSE OF COMMONS OFFICES;

TOGETHER WITH THE

MINUTES OF PROCEEDINGS OF THE COMMITTEE,

AND

A P P E N D I X.

Ordered, by The House of Commons, to be Printed,
4 May 1849.

Mercurii, 14^a die Martii, 1849.

Ordered, THAT a Select Committee be appointed "to consider how far the Estimates for the Salaries and Allowances of the Clerks and Officers of the House of Commons, for the ensuing year, have been framed in accordance with the Recommendations of the Select Committee on Miscellaneous Estimates, who reported on the same in the last Session; and to consider if any and what further Regulations may be necessary."

Jovis, 15^a die Martii, 1849.

Select Committee nominated:—

Mr. Wilson Patten.
Mr. Vernon Smith.
Mr. Goulburn.
Captain Jones.
Mr. Brotherton.
Mr. Cardwell.
Sir John Guest.
Mr. Roche.

Sir Edward Colebrooke.
Mr. Sotheron.
Mr. Thornely.
Mr. Parker.
Mr. Miles.
Mr. George Alexander Hamilton.
Viscount Mandeville.

Ordered, THAT the Committee have Power to send for Persons, Papers and Records.

Ordered, THAT Five be the Quorum of the Committee.

Ordered, THAT the Reports of the Committees on House of Commons Offices of 1833, 1835 and 1836; and also so much of the Report of the Committee on Miscellaneous Estimates of the last Session as relates to the Offices of the House of Commons; and also the Reports from the Committee on the Kitchen and Refreshment Rooms, be referred to the said Committee.

Veneris, 16^a die Martii, 1849.

Ordered, THAT Mr. Roche be discharged from attendance on the Committee, and that Mr. Chichester Fortescue be added thereto.

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R E P O R T.

THE SELECT COMMITTEE appointed "to consider how far the ESTIMATES for the SALARIES and ALLOWANCES of the CLERKS and OFFICERS of the HOUSE of COMMONS, for the ensuing Year, have been framed in accordance with the Recommendations of the Select Committee on Miscellaneous Estimates, who reported on the same in the last Session ; and to consider if any and what further Regulations may be necessary ;" and to whom the Reports of the Committees on House of Commons Offices of 1833, 1835 and 1836, and also so much of the Report of the Committee on Miscellaneous Estimates of the last Session as relates to the Offices of the House of Commons, and also the Reports from the Committee on the Kitchen and Refreshment Rooms, were referred ;—HAVE considered the Matters referred to them, and have agreed to the following REPORT:—

YOUR COMMITTEE have had before them an " Estimate of the Sums which will probably be required in the Department of the Clerk of The House of Commons for the Payment of Salaries, Allowances and Contingent Expenses, during the Year ending on the 1st day of April 1850, prepared by the Clerk of The House of Commons, in pursuance of the Provisions of the Act 9 & 10 Vict. c. 77 ;" and also, a Scheme for the " Regulation of The House of Commons Establishment, prepared by Mr. Speaker." Copies of those papers are appended to this Report.

As the former document appeared to have been prepared without reference to many important recommendations of the Committee appointed last Session on the Miscellaneous Estimates, Your Committee considered it more conformable to the order of reference to take the latter as the basis of their proceeding.

It appears to Your Committee, that although the plan for the future Establishment of The House of Commons Offices thus proposed by Mr. Speaker does not precisely conform to the Resolutions of the Committee on the Miscellaneous Estimates, yet that it does substantially effect the main object which that Committee had in view, viz., the substitution of fixed salaries for uncertain allowances, and the assimilation of the Offices of The House of Commons to other Public Offices, as regards promotion, and a graduated scale of salaries.

Your Committee have, therefore, adopted the principles of the plan proposed by Mr. Speaker, with some deviations which have appeared to them expedient.

Your Committee recommend, that the future Establishment of The House of Commons shall be divided into Four Classes ; that the rise in each Class shall be by seniority ; but that promotion from Class to Class shall take place, not merely with reference to length of service, but with regard also to qualification and character.

REPORT FROM THE SELECT COMMITTEE

Your Committee further recommend, that the First Class shall consist of Four Principal Clerks, with salaries commencing at 850*l.* a year, with an annual increase of 25*l.*, until they attain 1,000*l.*

That the Second Class shall consist of Six Senior Clerks, with salaries commencing at 650*l.* a year, with an annual increase of 15*l.*, until they attain 800*l.*

That the Third Class shall consist of Twelve Assistant Clerks, commencing at salaries of 300*l.*, with an annual increase of 15*l.*, until they attain 600*l.*

That the Fourth Class shall consist of Twelve Junior Clerks, commencing at salaries of 100*l.* a year, with an annual increase of 10*l.*, until they attain 250*l.*

That there shall be Two Accountants, at fixed salaries of 500*l.* and 200*l.* a year.

That all the officers shall hold their offices under the condition of devoting their whole time to the service of The House, and of employment in any branch of that service for which they may be considered most competent.

But while Your Committee thus submit the scale of the future Establishment, they are sensible that there are circumstances which will prevent its being brought into immediate operation. As the contemplated reduction of the Ingrossing Office can only be gradually effected, it will be necessary to retain, for a time, in addition to this Establishment, One Assistant and One Junior Clerk, and to substitute One Principal Clerk, now employed in that office, for One Senior Clerk, as proposed, on the Establishment.

Your Committee also feel, that it would not be just to the gentlemen now employed in the offices of The House, to reduce their official incomes at once within the limit of the salaries hereafter to be assigned to those who may fill those offices, and that, on the other hand, it would be as little just to the public to continue their extra emoluments at an amount to which they may have been raised during a period when there was an excessive and unprecedented pressure of business, which appeared to justify an increased remuneration.

Your Committee therefore propose, that the gentlemen now in office should receive, in addition to their salary on the Establishment, such sums as may make their total incomes respectively equal to those which they have enjoyed on an average of the last six years, ending on the 31st March 1849. This extra payment will not, of course, include the sums allowed for taking Divisions, for which provision will be separately made, and will be liable to reduction in any case in which the particular duties, on account of which the allowance was originally made, shall be performed by another. It will also cease so soon as the person receiving it shall attain a salary, on the establishment, equal in amount to his present emoluments.

Your Committee concur with Mr. Speaker and the Committee on Miscellaneous Estimates, in assigning a separate sum of 500*l.* to be paid to the Clerk of The House for the purpose, in the first place, of remunerating the Clerk who may superintend the whole of the business connected with taking the Divisions, and, in the next place, for an equal division of the remainder among such other Clerks, not exceeding Four in number (or their substitutes), as may be employed on that duty.

Your Committee are further of opinion, that, whenever the excess of payment which it is proposed to make to those gentlemen in the Journal Office who now compile the Votes shall cease, either by the transfer of that duty to others not at the time entitled to any payment on account of having heretofore compiled them,

or

or by their attainment of an equal salary on the Establishment, a Sessional gratuity of 150*l.* shall be allowed, at the discretion of the Clerk, to those who may discharge that duty.

In order to bring under the notice of The House more distinctly the effect of the arrangement which they have recommended, Your Committee subjoin a Table, showing the Salaries and Emoluments which it is proposed to allow to the several gentlemen on the Establishment, and the maximum and minimum expense of the Establishment, when reduced within the limits which it is proposed ultimately to assign to it.

The Committee have forbore to recommend what, however, is indispensable, the allowance of a certain sum for Contingencies; that must necessarily vary according to the circumstances of each particular year; but, whatever may be its amount, Your Committee are clearly of opinion that no part of such sum ought to be applied to the remuneration of official service, still less to any increase of Establishment, without the express authority of the Commissioners for regulating the offices of The House of Commons.

With respect to the Estimate for the Serjeant-at-Arms Department, Your Committee have to observe, that during the sitting of the Committee on Miscellaneous Expenditure, The House appointed another Committee especially to consider the duties and establishment of that Department. The Estimate appended to this Report has been prepared in conformity with their recommendation. The reductions of salary recommended by the Committee on the Miscellaneous Estimates, were to take effect only as vacancies might occur on the Establishment. The only case, therefore, to which that recommendation is now applicable, is that of the Second Doorkeeper, which office has become vacant since the preparation of the Estimate by the death of the then holder of it. The successor will, under that recommendation, receive a salary of 200*l.*, instead of the 400*l.* enjoyed by his predecessor. Under the same regulations the future Messengers of The House will receive salaries varying from 100*l.* to 200*l.* a year. Your Committee consider that the relative importance of the two offices of Doorkeeper and Messenger justifies a difference in the salaries respectively assigned to them, and therefore recommend that the salary of the Under Doorkeeper should be fixed at 250*l.* a year. The only other point in the estimate submitted to them which appears to require the consideration of Your Committee, was the claim of the Deputy Housekeeper, Mr. Taylor, to compensation for the loss of that office, the abolition of which had been recommended, and the question of compensation referred to the Treasury, and by the Treasury submitted to this Committee. It appears from the evidence given to Your Committee by the Serjeant-at-Arms, that Mr. Taylor succeeded Mr. Bellamy as Deputy Housekeeper in 1842. The Committee on The House of Commons Offices in 1835, state Mr. Bellamy's appointment to have been an appointment for life; and Your Committee have every reason to believe that when Mr. Taylor succeeded to it no alteration was contemplated in its tenure.

Your Committee, therefore, although they are far from recommending the permanent retention of an office which previous Committees have pronounced to be unnecessary, are yet of opinion that the principle on which consideration has been given to the claims of existing Clerks in the other Departments of The House should be extended to Mr. Taylor. They therefore recommend that he may be permitted to retain the office of Deputy Housekeeper at a salary of 350*l.* yearly, until a vacancy occur in some office in which the salary either is or shall be made up to the amount of his present salary of 500*l.*, to which Your Committee think it right that Mr. Taylor, if qualified, should then be appointed.

REPORT FROM THE SELECT COMMITTEE

Your Committee have made these suggestions with that regard for the public purse which appears to them, in present circumstances, compatible with the due performance of the duties required; but they are satisfied that the recommendation of the Select Committee on Miscellaneous Estimates, "that the fees should be paid into the Exchequer by the Receiver, and a Vote taken annually in the Committee of Supply for the expenses of The House," will be the only effectual security for future attention to economy.

NAMES OF THE OFFICERS, according to their respective Seniority.	Future Establishment.		Proposed Salaries.	Additional on Six Years' Average of Emoluments.	TOTAL.
	Maximum.	Minimum.			
PRINCIPAL CLERKS:					
Mr. Dorington - - - -	£. 1,000	£. 850	£. 1,000	- -	£. 1,000
" Gudge - - - -	1,000	850	1,000	- -	1,000
" Chalmers - - - -	1,000	850	1,100	- -	1,100
" W. Hawes - - - -	1,000	850	800	- -	800
" S. Gunnell - - - -	- -	- -	800	- -	800
SENIOR CLERKS:					
Mr. Whittam - - - -	800	650	900	- -	900
" Dyson - - - -	800	650	800	- -	800
" Gibbons - - - -	800	650	800	- -	800
" Rowland - - - -	800	650	800	502	1,302
" Jones - - - -	800	650	800	- -	800
_____ (vacant) - - - -	800	650	—	—	—
ASSISTANT CLERKS:					
Mr. G. Gunnell - - - -	600	300	550	- -	550
" Postlethwaite - - - -	600	300	500	516	1,016
" J. Rose - - - -	600	300	500	- -	500
" Pole - - - -	600	300	500	- -	500
" C. Gunnell - - - -	600	300	500	- -	500
" Gray - - - -	600	300	500	419	919
" Frère - - - -	600	300	500	- -	500
" Ginger - - - -	600	300	450	- -	450
" Hodgkin - - - -	600	300	450	- -	450
" W. Rose - - - -	600	300	450	- -	450
" Mayne - - - -	600	300	400	- -	400
" Marriott - - - -	600	300	400	- -	400
" Creed - - - -	- -	- -	400	- -	400
JUNIOR CLERKS:					
Mr. Bull - - - -	250	100	190	350	540
" Powys - - - -	250	100	160	85	245
" Johnson - - - -	250	100	250	- -	250
" S. B. Gunnell - - - -	250	100	250	- -	250
" Dickenson - - - -	250	100	180	133	313
" E. H. Ley - - - -	250	100	150	40	190
" Palk - - - -	250	100	140	115	255
" Eales - - - -	250	100	140	110	250
" W. D. Hawes - - - -	250	100	140	50	190
" Dew - - - -	250	100	130	145	275
" Conry - - - -	250	100	130	35	165
" Stone - - - -	250	100	100	40	140
" C. H. Ley - - - -	- -	- -	100	- -	100
ACCOUNTANTS:					
Mr. Wilkinson - - - -	500	500	500	210	710
" Broom - - - -	200	200	200	300	500
19,700		12,800	18,560	3,050	21,610
Average - - - -	- -	16,250	- -	- -	- -
Divisions - - - -	- -	500	- -	- -	500
Compiling Votes - - - -	- -	150	- -	- -	- -
16,900		- -	- -	- -	22,110

PROCEEDINGS OF THE COMMITTEE.

Martis, 27^o die Martii, 1849.

PRESENT :

Mr. Goulburn.
Mr. Wilson Patten.
Mr. Parker.
Mr. Thornely.
Mr. Brotherton.
Mr. Cardwell.

Captain Jones.
Sir Edward Colebrooke.
Mr. Vernon Smith.
Mr. Chichester Fortescue.
Mr. Sotherton.
Lord Manderville.

The Right honourable HENRY GOULBURN called to the Chair.

The Speaker's Secretary delivered in several Papers from The Speaker, relating to the Estimates of Salaries, &c., of the Officers of The House of Commons. The same were ordered to be printed.

The Committee deliberated.

[Adjourned till Friday next, at 11 o'clock.]

Veneris, 30^o die Martii, 1849.

PRESENT :

Mr. Goulburn.
Mr. Thornely.
Mr. Brotherton.
Captain Jones.
Mr. Hamilton.
Sir Edward Colebrooke.

Mr. Vernon Smith.
Mr. Cardwell.
Mr. Parker.
Mr. Chichester Fortescue.
Lord Manderville.
Sir John Guest.

The Right honourable HENRY GOULBURN in the Chair.

John Henry Ley, esq., Clerk of the House, Examined.

Lord Charles Russell, Serjeant-at-Arms, Examined.

[Adjourned till Tuesday, at 12 o'clock.]

Martis, 3^o die Aprilis, 1849.

PRESENT :

Mr. Goulburn.
Mr. Parker.
Mr. Wilson Patten.
Mr. Cardwell.
Mr. Thornely.
Sir John Guest.
Captain Jones.

Mr. Brotherton.
Sir Edward Colebrooke.
Mr. Sotherton.
Mr. Hamilton.
Mr. Vernon Smith.
Mr. Chichester Fortescue.
Lord Manderville.

The Right honourable HENRY GOULBURN in the Chair.

Motion made,—“That the Establishment be divided into Four Classes, as proposed by Mr. Speaker.”

Question put, and agreed to.

Motion made,—“That the First Class consist (after the abolition of the Ingrossing Office) of Four Principal Clerks, and that, until that period, a Fifth Principal Clerk be continued.”

Question put, and agreed to.

Motion made,—“That the Senior Clerks be Five in number, and be increased to Six, by the substitution of a Senior for a Principal Clerk, when the abolition of the Ingrossing Office shall take place.”

Question put, and agreed to.

Motion made,—“That the Assistant Clerks be 13 in number, to be reduced to 12 on the next vacancy, or when the Ingrossing Office shall be abolished.”

Question put, and agreed to.

Motion made,—“That the Junior Clerks be 12 in number.”

Question put, and agreed to.

Motion made,—“That there be one Accountant and one Assistant Accountant, at fixed Salaries.”

Question put, and agreed to.

Motion made,—“That no addition be made to the numbers or salaries of the Establishment without the authority of The House of Commons Commissioners.”

Question put, and agreed to.

Motion made,—“That the Salaries of the Principal Clerks commence at £. 800, and rise to £. 1,000, at an annual increase of £. 25.”

Question put, and agreed to.

Motion made, and Question proposed,—“That the Salaries of the Senior Clerks commence at £. 650, and rise to £. 800, at an annual increase of £. 10.”

Amendment proposed (Sir John Guest),—To leave out “£. 10,” for the purpose of inserting “£. 25.”

Question put,—“That £. 10 stand part of the Question.”

The Committee divided :—

Ayes - - - 10.

Mr. Parker.
Mr. Cardwell.
Mr. Thornely.
Captain Jones.
Mr. Brotherton.
Mr. Wilson Patten.
Mr. Vernon Smith.
Mr. Fortescue.
Mr. Sotheron.
Lord Mandeville.

Noes - - - 2.

Sir John Guest.
Sir Edward Colebrooke.

Original Question put, and agreed to.

Motion made,—“That the Assistant Clerks commence at £. 300, and rise to £. 600, at an annual increase of £. 10.”

Question put, and agreed to.

Motion made,—“That the Junior Clerks commence at £. 100, and rise to £. 250, at an annual increase of £. 10.”

Question put, and agreed to.

John Edward Dorington, Esq., Clerk of the Fees, called in; and Examined.

[Adjourned till Thursday, 19th April, at 1 o'clock.]

Jovis, 19^a die Aprilis, 1849.

PRESENT :

Mr. Goulburn.
Mr. Parker.
Mr. Thornely.
Captain Jones.
Mr. Brotherton.

Mr. Wilson Patten.
Sir Edward Colebrooke.
Mr. Sotheron.
Mr. Cardwell.

The Right honourable HENRY GOULBURN, in the Chair.

Motion made,—“That the future Accountant have £. 500 per annum, and the Sub-Accountant £. 200 per annum.”

Question put, and agreed to.

Motion

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Motion made,—“That £.500 per annum be allowed for distribution, at the discretion of the Clerk of the House, among the Clerks employed in taking the Division Lists; and that the payment of £.100 per annum allowed to the Junior Clerk Assistant for attending to those Lists should cease.”

Question put, and agreed to.

The Committee deliberated.

The Chairman was directed to draw up a Draft Report for the consideration of the Committee.

[Adjourned till Friday, at 12 o'clock.]

Veneris, 27^a die Aprilis, 1849.

PRESENT :

Mr. Goulburn.
Mr. Thornely.
Mr. Vernon Smith.
Captain Jones.
Mr. Sotherton.

Sir Edward Colebrooke.
Mr. Parker.
Lord Mandeville.
Mr. Fortescue.
Mr. Brotherton.

The Right honourable HENRY GOULBURN in the Chair.

The Committee proceeded to the consideration of the Draft Report, drawn up by the Chairman.

Proposed Report read, paragraph by paragraph.

Several Amendments made.

The following paragraph was read :

“Your Committee further recommend, that the First Class should consist of Four Principal Clerks, with Salaries commencing at £.800 a year, with an annual increase of £.25, until they attain £.1,000; that the Second Class should consist of Six Senior Clerks, with Salaries commencing at £.650 a year, with an annual increase of £.10, until they attain £.800.”

Amendment proposed,—To leave out “£.10,” and to insert “£.15.”

Question put,—“That £.10 stand part of the paragraph.”

The Committee divided :—

Ayes - - - 3.
Mr. Vernon Smith.
Mr. Thornely.
Captain Jones.

Noes - - - 6.
Sir Edward Colebrooke.
Mr. Fortescue.
Mr. Wilson Patten.
Lord Mandeville.
Mr. Parker.
Mr. Brotherton.

Question,—“That £.15 be inserted.”

Put, and agreed to.

Paragraph, as amended, agreed to.

The following paragraph was read :

“That the Third Class should consist of Twelve Assistant Clerks, commencing at Salaries of £.300, with an annual increase of £.10, until they attain £.600.”

Amendment proposed,—To leave out “£.10,” and insert “£.15.”

Agreed to.

Paragraph, as amended, agreed to.

Several other Amendments made.

[Adjourned till Tuesday, at 2 o'clock.]

Martis, 1^o die Maii, 1849.

PRESENT:

Mr. Goulburn.	Captain Jones.
Mr. Thornely.	Mr. Sotheron.
Mr. Parker.	Mr. Vernon Smith.
Mr. Wilson Patten.	Mr. Hamilton.

The Right honourable HENRY GOULBURN in the Chair.

The Committee proceeded with the consideration of the Draft Report.

Several Amendments made.

Draft Report, as amended, to be printed.

[Adjourned till Friday, at 2 o'clock.

Veneris, 4^o die Maii, 1849.

PRESENT:

Mr. Goulburn.	Sir Edward Colebrooke.
Mr. Thornely.	Mr. Sotheron.
Mr. Brotherton.	Captain Jones.
Mr. Vernon Smith.	Mr. Chichester Fortescue.
Mr. Wilson Patten.	

The Right honourable HENRY GOULBURN in the Chair.

Draft Report, as amended, again read, paragraph by paragraph.

Several Amendments made.

The following paragraph was read:

"Your Committee further recommend, that the First Class shall consist of Four Principal Clerks, with Salaries commencing at £. 800, with an annual increase of £. 25, until they attain £. 1,000."

Amendment proposed,—“To leave out £. 800, and insert £. 850.”

Question,—“That £. 800 stand part of the paragraph.”

Put and negatived.

Question,—“That £. 850 be there inserted.”

Put, and agreed to.

Several other Amendments made.

Report, as amended, agreed to.

Question, “That the Chairman do report the same to the House.”

Put, and agreed to.

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APPENDIX.

AN ESTIMATE of the SALARIES and EXPENSES of the SERJEANT-AT-ARMS' DEPARTMENT, from the 1st of April 1849 to the 31st of March 1850.

	£.	s.	d.
Serjeant-at-Arms - - - - -	1,200	-	-
Ditto - - for House-rent - - - - -	300	-	-
Deputy Serjeant - - - - -	800	-	-
Ditto - - for House-rent - - - - -	200	-	-
Assistant Serjeant - - - - -	500	-	-
Ditto - - for the past year - - - - -	75	-	-
First Doorkeeper - - - - -	874	-	-
Second Doorkeeper - - - - -	400	-	-
Four Messengers, at 300 £ each - - - - -	1,200	-	-
Messenger - - - - -	200	-	-
Messenger - - - - -	125	-	-
Three Messengers, at 110 £ each - - - - -	330	-	-
Superintendent of Members' Waiting-room - - - - -	200	-	-
Assistant - - - ditto - - - - -	80	-	-
Porter - - - - ditto - - - - -	52	-	-
Attendant on Ventilation - - - - -	125	-	-
Two Firelighters - - - - -	104	-	-
Four Watchmen - - - - -	208	-	-
Two Watchmen at the New Buildings - - - - -	104	-	-
Office-keeper Public Bill and Journal Offices - - - - -	78	-	-
Ditto - Private Bill Office - - - - -	60	-	-
Ditto - Committee Office - - - - -	78	-	-
Ditto - New Committee-rooms - - - - -	78	-	-
Temporary Messengers - - - - -	400	-	-
Messengers' Journeys - - - - -	200	-	-
Allowance for the Keeper of Refreshment-rooms' Servants - - - - -	300	-	-
Porters for carrying Letters for the several Departments of the House - - - - -	500	-	-
Coals, Candles and other Expenses - - - - -	650	-	-
Contingencies, including Postage - - - - -	200	-	-
Lighting the House, Lobbies, and Offices - - - - -	400	-	-
TOTAL - - - - -	£.	10,021	- -

* Deputy Housekeeper - - - - -

* I have appended the Deputy Housekeeper to the Estimate for my department, in order to draw attention to that part of the Report of the Committee of the New Houses of Parliament (Serjeant-at-Arms) 1848, in which it is recommended that the Deputy Housekeeper's Office, held by Mr. Wilbraham Taylor, be abolished; and that the question of compensation to Mr. Taylor be referred to the Treasury.

(signed) *Charles J. F. Russell,*
Serjeant-at-Arms.

CLERKS arranged in Mr. LEY's Order; with The SPEAKER's SCHEME for a SCALE of SALARIES, as suggested to the Committee.

OFFICES.	NAMES of the OFFICERS of THE HOUSE.	Years of Service to com- mence- ment of this Session.	NEW SCALE.	Salary on the Speaker's Scale.	Excess on the Average of last Five Years.	Total.	Average of the last Five Years' Receipt.	Last Year's Receipt.	
								Salary, &c.	Division Money.
5 Principal Clerks.	Mr. Dorington -	49	£. 1,000 and £. 800	1,000	900	1,000	£. 1,000 -	1,000	
	" Gudge -	-		1,000	-	1,000	1,000 -	1,000	
	" Chalmers -	47		1,000	60	1,000	1,000 -	1,100	
	" Hawes -	39		800	-	800	791 -	800	
	" S. Gunnell -	37		800	-	800	800 -	800	
5 Senior Clerks.	" Whittam -	42	From £. 650 to £. 800, by £. 10 a-year from 1851.	800	100	900	900 -	900	
	" Dyson -	36		800	-	800	800 -	800	
	" Gibbons -	33		800	-	800	750 -	750	
	" Rowland -	30		800	490	1,290	1,292 4	1,350	70
	" Jones -	29		800	-	800	800 -	800	
13 Assistant Clerks.	" G. Gunnell -	24	From £. 300 to £. 800, by £. 10 increase every year; first payment, 1851.	500	50	550	550 -	550	
	" Postlethwaite -	20		500	470	970	972 10	1,030	70
	" J. B. C. Rose -	26		500	-	500	430 -	500	130
	" Pole -	26		500	-	500	480 -	500	
	" C. Gunnell -	26		500	-	500	484 -	520	
	" Gray -	22		450	460	910	911 16	928	70
	" Frere -	19		450	50	500	474 -	500	
	" Ginger -	22		450	-	450	220 -	250	
	" Hodgkin -	22		450	-	450	429 -	460	
	" W. Rose -	19		450	-	450	378 12	410	370
	" Mayne -	13		400	-	400	309 -	350	
	" Marriott -	13		400	-	400	320 8	367	120
	" Creed -	12		400	-	400	377 -	400	
Junior Clerks.	" Bull -	9	From £. 100 to £. 250, by £. 10 increase every year, commencing in 1851.	100	340	530	533 4	591	
	" Powys -	6		160	85	245	245 -	250	
	" Johnson -	13		250	-	250	200 4	250	
	" S. B. Gunnell -	13		250	-	250	200 4	250	
	" Dickenson -	8		180	115	295	298 12	399	
	" E. H. Ley -	5		150	30	180	181 10	200	80
	" Palk -	4		140	105	245	248 -	300	
	" Fales -	4		140	90	230	234 13	248	
	" Hawes -	4		140	10	150	151 6	204	
	" Dew -	3		130	120	250	256 -	279	
	" Conry -	3		130	20	150	169 10	162	
	" Stone -	-		-	-	-	-	-	
	" Wilkinson -	13	-	500	190	690	690 -	800	
	" Broom -	2	-	150 200*	-	150	500 -	500	

* Recommendation of Select Committee.

REGULATIONS for the HOUSE of COMMONS ESTABLISHMENT; Prepared by The SPEAKER.

THE Estimate has been framed as far as possible according to the recommendations of the Committee on Miscellaneous Estimates of last year.

It is proposed to have five Principal Clerks, with Salaries of 800 *l.* and 1,000 *l.*; to be reduced to four on the retirement of Mr. Gunnell.

Five Senior Clerks (to be increased to six when the Principal Clerks are reduced to four), with Salaries rising from 650 *l.* to 800 *l.*

Thirteen Assistant Clerks (to be reduced to twelve on the next vacancy), with Salaries rising from 300 *l.* to 600 *l.*

The remainder of the Establishment to be Junior Clerks, with Salaries rising from 100 *l.* to 250 *l.*

All Clerks to enter at 100 *l.* a-year, except the Junior Committee Clerks, who are to enter at 25 years of age, and have 250 *l.* a-year from their commencement.

The Salary of each Clerk (except the Junior Committee Clerks) to increase by 10 *l.* a-year until it attains the maximum of his class.

The Clerks to rise by seniority in their class, founded on length of service, but promotion from class to class to be made according to merit and qualification. No Clerk, however, who has shown himself competent for promotion, and zealously and fully discharged his duties, is to be passed over, except upon special grounds, to be approved of by the House of Commons Commissioners.

All new appointments to be on terms of a year's probation.

The whole time of every Clerk to be at the service of the House on the present Scale of Salaries, whether in their present or any other office or duty in which their services shall be called for.

The Salary of the Accountant to be 500 *l.*, and of the Assistant-Accountant 150 *l.*

£. 500 to be paid to the Clerk for Divisions.

Any Clerk ceasing to perform the duties for which he has hitherto received his Salary, to suffer a proportionate deduction from his Salary, or from any payment in excess to him.

It is proposed that the Committee Clerks' Office shall in future, as opportunity offers, consist of one Principal Clerk, four Senior Clerks, four Assistants, and four Juniors.

It will be seen that many of the Clerks on the Establishment have received on an average of five years, or of their service when less than five years, an amount exceeding their Salaries on the new scale. It is proposed that they shall be paid the excess only until their Salaries by length of service shall rise to the same amount, when all payments in respect of that excess shall in each case cease.

ESTIMATE of the SUMS which will probably be required in the Department of the CLERK of the HOUSE of COMMONS for the Payment of SALARIES, ALLOWANCES, and Contingent EXPENSES, during the Year ending on the 1st day of April 1850; prepared by the Clerk of the House of Commons, in pursuance of the Provisions of the Act 9 & 10 Vict. c. 77.

	£.	s.	d.
The Clerk - - - - -	3,500	-	-
The Clerk Assistant - - - - -	2,500	-	-
The Second Clerk Assistant - - - - -	1,000	-	-
£.	7,000	-	-

These salaries are all fixed by Acts of Parliament; and by Act 9 & 10 Vict. c. 77, s. 2, it is enacted, that the money paid to the account of the Commissioners, shall be applied, first in the payment of the salaries of the Clerk, Clerk's Assistants, Serjeant-at-Arms, Deputy Serjeant-at-Arms and Speaker's Secretary, as directed by the recited Acts, or any other Act for the time being in force, relating to such offices.

PUBLIC BUSINESS AND FEES OFFICES.

	£.	s.	d.
(1.) Principal Clerk - - - - -	1,000	-	-
(2.) First Clerk - - - - -	800	-	-
(3.) Second Clerk - - - - -	450	-	-
(4.) Third Clerk - - - - -	300	-	-
(5.) Fourth Clerk - - - - -	200	-	-
(6.) Accountant - - - - -	800	-	-
(7.) Assistant Accountant - - - - -	500	-	-
(8.) Contingencies - - - - -	160	-	-
£.	5,100	-	-

Estimate 1849-50 - - - - -	£.
" 1848-49 - - - - -	5,100
More - - - - -	500

(1.) Mr. Dorington's salary was fixed by the Committee of 1836, and includes 1,100*l.* which used to be paid to him by the Treasury as their Agent.

(2.) Mr. Jones,—same as last year.

(3.) Mr. William Rose,—increase of 50*l.*, in consequence of length of service and increased competency to perform the duties of the office.

(4.) Mr. Marriott,—same as last year.

(5.) Mr. Edward Ley,—same as last year.

(6.) Mr. Wilkinson first came into the office in the year 1836, his salary as Accountant has for several Sessions been 800*l.*, a sum by no means more than sufficient to secure the constant services of such an able and efficient officer as he has proved himself to be.

(7.) Mr. Broom, Assistant Accountant,—his salary has been fixed at 500*l.*; it is highly desirable that there should be two Accountants: In the years 1845, 1846 and 1847, it was absolutely necessary. Mr. Broom has given up a great deal of very lucrative business in the city, which he may not be able to recover.

(8.) Contingencies,—same as last.

THE JOURNAL OFFICE.

Clerk of the Journals - - - - -	£.	s.	d.
	1,000	-	-
For Salaries and Official Business, including the compiling, editing and publishing the Votes and Proceedings, an Index for the same for the table, and another for the office; compiling and editing the Journal for the Session; an Index to the Journal; attendance on and preparing Reports for the Committee on Public Petitions, and editing and publishing the Reports of the Committee; making and publishing an Index to such Reports; copying Petitions for the Appendix and Supplement to the Votes, and examining proofs; office copies of papers for parties; copies of Orders and Addresses; Schedule of Papers and Documents and Petitions presented during the Session; taking charge of and endorsing all Petitions, and also for any other business which may arise in the office, and for attendance upon the Clerk of the House for official business - - - - -	5,400	-	-
Contingencies; including portage, postage, counting names attached to all Public Petitions, attendance in the Lobby at night, upon the office for the Votes and Proceedings for communicating with the Printer in King-street, extra assistance of stationers and other persons in respect of Public Petitions - - - - -	400	-	-
£.	6,800	-	-

In the last Estimate 200 *l.* was set down for an official examination of Printed Papers by the Printer; formerly all the Printed Papers were examined in the office, which caused great delay in the publication, it was then arranged that the Printer should examine them officially and be allowed the sum of 200 *l.* for such examination; I am of opinion that this allowance ought to be continued; however, as it was objected to by the Committee on Miscellaneous Estimates, I have not placed it in the Estimates for the ensuing year.

This Estimate is made out in conformity with the Report of the Committee of 1835, of which the following is an extract:—

“It is alike the opinion of Your Committee that fixed Salaries should be paid, where practicable, to the subordinate Clerks of the Establishment, as well as to the Chief Clerk, but they refer on this subject to the evidence of Mr. Ley, who represents, that remuneration by fixed salaries would not answer so well as the present system.” They then state the average of sums paid to the Clerks in the Journal Office for two years, and then say, “These allowances are apportioned to the labour performed by each individual in the office; and as there is much work at night, an inducement to industry and to the speedy dispatch of the business ought to exist; Your Committee, therefore, concur in opinion with the Clerk of the House, that the mode of remuneration to all the Clerks, except the Chief Clerk, should continue as at present.” In the next paragraph they say: “The apportionment of the work in the office must as heretofore be allotted by the Clerk of the House amongst the several Clerks, with proportionate allowances.

I continue decidedly of the same opinion in respect to payments to the Clerks in this office, on the principle of paying for work actually performed.

The fixed salaries proposed by the Committee of 1833, were never adopted; therefore the payments made for the Sessions 1847 and 1847–8, are not to be compared with those proposed salaries, but with the salaries and allowances as stated in the Report of the Committee of 1835, which were calculated on the average of two years.

Contingencies same as last year, although the sum of 400 *l.* has been found scarcely sufficient to pay for the work performed.

COMMITTEE CLERKS OFFICE.

	£.	s.	d.
(1.) First Clerk - - - - -	1,100	-	-
(2.) Second Clerk - - - - -	900	-	-
(3.) Third Clerk - - - - -	800	-	-
(4.) Fourth Clerk - - - - -	750	-	-
(5.) Fifth Clerk - - - - -	500	-	-
(6.) Sixth Clerk - - - - -	500	-	-
(7.) Seventh Clerk - - - - -	500	-	-
(8.) Eighth Clerk - - - - -	500	-	-
(9.) Ninth Clerk - - - - -	400	-	-
(10.) Tenth Clerk - - - - -	250	-	-
(11.) Eleventh Clerk - - - - -	200	-	-
(12.) Twelfth Clerk - - - - -	200	-	-
(13.) Thirteenth Clerk - - - - -	200	-	-
(14.) Assistance for attending Committees - - -	25	-	-
(15.) Contingencies - - - - -	350	-	-
	£.	7,175	- -

	£.	s.	d.
Estimate last year - - - - -	7,600	-	-
“ ensuing year - - - - -	7,175	-	-
Less ensuing year - - - - -	£.	425	- -

The salaries for the Clerks in this office are the same as for the last year.

The four Junior Clerks are allowed to copy Documents and Minutes of Evidence, for which parties requiring copies pay fees, by which they may increase their respective incomes by 50 *l.* or 60 *l.* These Documents and Minutes are always wanted immediately; Clerks and Stationers who copy them must have some pecuniary inducement to work extra time.

(No. 14.) The sum taken in the Estimate of last year was 500 *l.*, of which less than 50 *l.* has been called for; I have therefore set down only 25 *l.* for the next year.

(No. 16.) The sum of 300 *l.* was taken for the last year, which has been found hardly sufficient. It would be very desirable to send out Notices to Members to attend Committees by a Porter from the office; they are now sent to the Vote Office to be sent to Members with their own Papers, which is objectionable, and liable to mistakes.

INGROSSING OFFICE.

	£.	s.	d.
(1.) First Clerk - - - - -	800	-	-
(2.) Second Clerk - - - - -	550	-	-
(3.) Third Clerk - - - - -	300	-	-
(4.) Stationers - - - - -	300	-	-
(5.) Contingencies - - - - -	50	-	-
	£.	2,000	-
Estimate last year - - - - -	£.	2,200	-
" ensuing year - - - - -		2,000	-
Less ensuing year - - - - -	£.	200	-

In consequence of the adoption of printed Bills in lieu of ingrossed Bills (which, however, only applies to Public Bills at present), this office must be regulated next year.

(4.) The sum taken for Stationers is 300 £. instead of 500 £.

PRIVATE BILL OFFICE.

	£.	s.	d.
(1.) First Clerk - - - - -	800	-	-
(2.) Second Clerk - - - - -	450	-	-
(3.) Third Clerk - - - - -	350	-	-
(4.) Fourth Clerk - - - - -	250	-	-
(5.) Fifth Clerk - - - - -	250	-	-
(6.) Sixth Clerk - - - - -	200	-	-
Contingencies - - - - -	150	-	-
	£.	2,450	-
Estimate ensuing year - - - - -	£.	2,450	-
" last year - - - - -		2,400	-
Increase - - - - -	£.	50	-

(3.) Mr. Mayne, the Third Clerk, has been 13 years on the establishment, and has applied for an addition to his salary, on account of length of service; I do not see any objection to this increase.

(6.) Mr. Conry has been three years in the office, commencing with a salary of 150 £., as recommended by the Committee of 1833, for the Junior Clerk in this office; he has been very attentive to his duties, and I consider him well deserving of a salary of 200 £.

	£.	s.	d.
Clerks and Stationers copying Minutes of Evidence, and Documents upon which Fees are paid - - - - -	1,200	-	-

The sum of 1,200 £. is set down for the next year, instead of 2,000 £.; this sum is taken for all the offices, and only so much will be applied for as may be wanted; the more, however, which may be wanted, the more advantageous it will be for the Fee Fund, inasmuch as for every twopence which is paid for the copy, twelve-pence is charged to the parties.

Divisions of the House - - - - -	900	-	-
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The sum of 900 £. is set down for taking the names of Members in Divisions, instead of 1,200 £.; the sum of 500 £., as proposed by the Committee on Miscellaneous Estimates, is wholly inadequate to pay for this service; there must be one person to superintend the whole of this business, to compare the lists, and make them perfect for the Printer; for this purpose he must be in attendance at the House during the whole of the sitting on each day and night; I consider that 300 £. is by no means too high a payment for this service, especially taking into consideration the great aptitude and skill which Mr. Rose has, by long experience, acquired. It is also desirable to have a superintendent at the Old Lobby; Mr. Henry Ley, the Second Clerk-Assistant, has performed this duty, having himself taken the names of Members in the Old Lobby before he was appointed Clerk-Assistant; for each of the last five or six Sessions he has been paid 100 £., which I propose to continue to pay to him. I hope confidence will be placed in myself that I will apply the remainder as I may consider most advantageous for the service of the House; perhaps not more than 300 £. may be wanted.

Unexpected Payments - - - - -	300	-	-
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This sum is set down as in former Estimates; if the money should not be wanted, it will not be applied for; but it is desirable that there should be a small sum for unexpected payments.

SUMMARY.

	1849-50.	1848-49.
	£.	£.
Table of the House - - -	7,000	7,100
Public Business Office - - -	5,100	5,050
Journal Office - - -	6,800	7,100
Committee Clerks - - -	7,175	7,600
Ingrossing Office - - -	2,000	2,200
Private Bill Office - - -	2,450	2,400
Copying Evidence, &c. - - -	1,200	2,000
Divisions - - -	900	1,200
Unexpected Payments - - -	300	300
	52,925	34,950
		32,925
Less 1849-50 - - -		1,925

R E P O R T

FROM THE

SELECT COMMITTEE

ON

HOUSE OF COMMONS OFFICES;

TOGETHER WITH THE

MINUTES OF PROCEEDINGS

OF THE

COMMITTEE,

AND

APPENDIX.

Ordered, by The House of Commons, to be Printed,

4 May 1849.

258.

Under 3 oz.

F I R S T
R E P O R T

FROM THE

STANDING COMMITTEE

ON THE

KITCHEN AND REFRESHMENT ROOMS
(HOUSE OF COMMONS).

Ordered, by The House of Commons, to be Printed,
26 February 1849.

Martis, 6^a die Februarii, 1849.

Ordered, THAT a Standing Committee be appointed to control the arrangement of the Kitchen and the Refreshment Rooms in the Department of the Serjeant-at-Arms attending this House.

Committee nominated :

Mr. Stafford.
Mr. Alderman Humphery.
Earl of Mulgrave.
Captain Berkeley.

Mr. Hastie.
Lord Marcus Hill.
Mr. Vesey Dawson.

Ordered, THAT Three be the Quorum of the said Committee.

Lunæ, 26^a die Februarii, 1849.

Ordered, THAT the Committee have power to Report their Observations from time to time to The House.

R E P O R T.

THE STANDING COMMITTEE appointed to Control the Arrangement of the KITCHEN and REFRESHMENT ROOMS of the HOUSE of COMMONS, in the Department of the Serjeant-at-Arms, attending this House, and who were empowered to Report their Observations from time to time to The House ;—HAVE agreed to the following REPORT :

YOUR COMMITTEE have had under their consideration the Petition referred to them from the Ticket or Door Porters, praying for some Sessional Salary, and having examined several of the Petitioners, have come to the conclusion that it will be best to defer the Matter until the completion of the New House of Commons, which, as they have been informed, may be expected early in the ensuing year.

Your Committee would however recommend that in the meanwhile a gratuity of Five Pounds be extended to each of the Porters to provide them with more uniform and decent attire.

26 *February* 1849.

FIRST REPORT
FROM THE
STANDING COMMITTEE
ON THE
KITCHEN AND REFRESHMENT ROOMS
(HOUSE OF COMMONS).

*Ordered, by The House of Commons, to be Printed,
26 February 1849.*

66.

Under 1 oz.

R E P O R T

FROM THE

SELECT COMMITTEE

ON

MARRIAGE (SCOTLAND);

TOGETHER WITH THE

MINUTES OF EVIDENCE.

Ordered, by The House of Commons, to be Printed,
24 May 1849.

Jovis, 3^e die Maii, 1849.

Ordered, THAT a Select Committee be appointed, " to take into consideration the State of the Law of Scotland, as regards the CONSTITUTION of MARRIAGE."

And a Committee was nominated of—

The Lord Advocate.
Sir George Clerk.
The Earl of March.
Sir Henry Davie.
Mr. Elliot.
Sir David Dundas.
Viscount Melgund.
Mr. M'Neill.

Mr. Solicitor-General for Scotland.
Mr. Mackenzie.
Mr. Cumming Bruce.
Mr. Traill.
Mr. Duncan.
Mr. Smollett.
Mr. Home Drummond.

Ordered, That the Committee have power to send for Persons, Papers and Records.

Ordered, That Five be the Quorum of the said Committee.

Lunæ, 21^a die Maii, 1849.

Ordered, That the Committee have power to report the Minutes of Evidence taken before them, to The House.

REPORT - - - - -	p. 3
PROCEEDINGS OF THE COMMITTEE - - - - -	p. 4
MINUTES OF EVIDENCE - - - - -	p. 7

R E P O R T.

The SELECT COMMITTEE appointed to take into Consideration the State of the LAW of SCOTLAND as regards the Constitution of MARRIAGE;—HAVE considered the Matters to them referred, and have directed their Chairman to report the MINUTES of the EVIDENCE taken before them to The House.

24 May 1849.

 PROCEEDINGS OF THE COMMITTEE.

Veneris, 4^o die Aprilis, 1849.

The Lord Advocate.
Sir George Clerk.
Mr. Home Drummond.

Mr. Duncan.
Mr. Mackenzie.

The LORD ADVOCATE was called to the Chair.

Martis, 15^o die Maii, 1849.

The LORD ADVOCATE in the Chair.

Mr. Solicitor-General for Scotland.
Mr. Cumming Bruce.
Mr. Duncan.
Mr. Elliot.
Sir Henry Davie.

Mr. M'Neill.
Mr. Home Drummond.
Mr. Traill.
Lord Melgund.

Motion made, and Question proposed,—“ That the following Witnesses be summoned ;
viz.—

1. John Marshall, Esq., Advocate.
2. Archibald Swinton, Esq., Professor of Civil Law, Edinburgh.
3. Rev. Norman Macleod, D.D., Glasgow.
4. Rev. Principal Macfarlan, Glasgow.
5. Rev. Dr. James Craik, Glasgow.
6. Rev. James Robertson, Professor of Ecclesiastical History, Edinburgh.
7. Rev. James Grant, D.D., Edinburgh.
8. P. H. Thom, Esq., Provost of Dundee.
9. John Inglis, Esq., Advocate.”—(*Mr. M'Neill.*)

Amendment proposed, “ To leave out all the words from the first word ‘ That,’ in order to insert the words ‘ the Committee confine the Evidence to be taken before them to legal authorities upon the present Law of Marriage :’ ”—(*Mr. Elliot :*)—Question put, “ That the words proposed to be left out stand part of the Question : ”—The Committee divided :

Ayes - - - 4.
Mr. Cumming Bruce.
Mr. Home Drummond.
Mr. M'Neill.
Mr. Duucan.

Noes - - - 5.
Mr. Solicitor-General for Scotland.
Sir Henry Davie.
Mr. Traill.
Mr. Elliot.
Lord Melgund.

So it passed in the negative.

Question, as amended, put and agreed to.

Resolved,—That the Committee confine the Evidence to be taken before them to legal authorities upon the present Law of Marriage.

[Adjourned to To-morrow, at Three o'clock.

Mercurii, 16^o die Maii, 1849.

The LORD ADVOCATE in the Chair.

Mr. Elliot.
Mr. George Duncan.
Sir George Clerk.
Mr. M'Neill.
Mr. Home Drummond.

Mr. Mackenzie.
Mr. Cumming Bruce.
Sir Henry Davie.
Mr. Solicitor-General for Scotland.

The Committee deliberated, and it having been stated that, in consequence of the limitation contained in the Resolution of yesterday, it was not the intention of any Member of the Committee to move for Evidence under the limitations of that Resolution:—Motion made, and Question proposed, “That the Chairman be directed to report the Evidence taken before the Committee:”—(*Mr. Elliot*):—Question put, and agreed to.

Ordered to report.

LIST OF WITNESSES.

Veneris, 11^o die Maii, 1849.

The Right honourable Lord <i>Brougham and Vaux</i>	-	-	-	p. 7
The Right honourable Lord <i>Campbell</i>	-	-	-	p. 19

Lunæ, 14^o die Maii, 1849.

The Right honourable <i>Stephen Lushington, D. C. L.</i>	-	-	-	p. 21
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MINUTES OF EVIDENCE.

Veneris, 11^a die Maii, 1849.

MEMBERS PRESENT.

Sir George Clerk.
Earl of March.
Sir Henry Davie.
Mr. Elliot.
Sir David Dundas.
Viscount Melgund.
Mr. M'Neil.

Mr. Solicitor-General for Scotland.
Mr. Mackenzie.
Mr. Cumming Bruce.
Mr. Traill.
Mr. Duncan.
Mr. Smollett.
Mr. Home Drummond.

THE LORD ADVOCATE IN THE CHAIR.

The Right Honourable the Lord *Brougham and Vaux*, attending by permission of the House of Lords; Examined.

1. *Chairman.*] THIS is a Committee appointed by the House of Commons for the purpose of taking evidence upon the Law of Marriage in Scotland, as regards the constitution of marriage; it is a subject, I suppose, which is very familiar to your Lordship. Without putting questions, may I ask your Lordship to state to the Committee your opinion with respect to the present law of Scotland on that matter?—My opinion is, and has been ever since I was concerned in practising under the law of Scotland, at the Bar, or in administering it on the Bench, very decidedly in favour of some such change in that law as this Bill propounds. I consider the whole law of marriage in Scotland to be liable to the most serious objections; I consider it to be in some respects the least like the law of a civilized community of any with which I am acquainted in any country. I consider the grand and cardinal defect of that law to be the extreme facility afforded to parties to contract that most important of all obligations, involving the most serious interests, and connected with the discharge of the most important duties in society; the extreme facility with which that contract may be entered into without due reflection; and the great difficulty that there often may be, according to the law of Scotland as it at present stands, in satisfactorily proving the contract to have been entered into. I consider anything which tends to interpose some brief delay, and give time, even though a short and insufficient time, for reflection before such a contract is entered into, to be of primary importance. This proposed Act goes a very little way in that direction; nevertheless, in as far as it does proceed in that direction, it has my most entire approbation. I consider another great defect in the law of Scotland (for which I am not sure that this Bill affords at all a remedy) to be, that it enables parties under age, who have no power by law to contract any obligation of any importance, who cannot bind themselves by any contract, who cannot affect their real property to the smallest possible extent, to contract marriage, whereby the greatest effects may be given to the disposition of property, the greatest interference may be offered to the rights of expectant parties, and the most rash disposition of the largest estates and the highest honours may be made. I consider that this is a very great anomaly in the law, and that some remedy is very much to be desired, though I am far from considering that this Bill affords anything like that remedy; but in one respect it does profess to correct one evil that at present exists in respect of the intercourse between the two countries of Scotland and England

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on the one hand, and I may say, Scotland and Ireland also on the other; for whereas Lord Hardwicke's Act, 26 Geo. 2, was intended to prevent heedless marriages from being contracted, or expectant heirs or persons in the actual possession of honors and of estates from being trepanned into marriages by designing parties, or heiresses in like manner from being trepanned into marriages by designing parties, that Act having certainly very imperfectly effected its purpose, nevertheless to a certain degree having effected it, by requiring, in the case of all such parties under age, the consent of parents and guardians to the intended matrimony, prohibiting that matrimony from being contracted by license, without such consent, and enabling it only to be contracted by proclamation of banns. The Scotch law, so entirely different from ours, opens a door so wide that parties may easily enter it and evade the whole provisions of the English Marriage Law, as is now done every day since the opinion of Lord Mansfield was set aside by the decision in the Court of Delegates, in *Compton v. Bearcroft*, and afterwards by the decision in the Court of Common Pleas in *Ilderton v. Ilderton*; and the law is held to be that a Scotch marriage, though contracted by parties who have gone to Scotland in fraud of the English law, is as valid as if it had been regularly solemnized in England. When I say that the state of the Scotch law opens the door to such a fraud upon the English law as to frustrate the provisions of that English law, it does so only to certain classes of parties, namely, the wealthy, who can afford the journey, whereas those are the very parties against whom the law was principally levelled. While the poor man, against whom the law was never levelled, cannot go, the rich heir, or the rich heiress, or the rich landowner, or a person vested with high honours may go, and does go every day. The next objection which I have to the law as it now stands, is as regards that very provision of the law which I find the opponents of this Bill hold the most by, in their attacks. By the Scotch law differing from that of England, and I believe that of all other countries, a promise followed by what is called a *copula*, that is, by consummation, is held to constitute a valid marriage from the date of the promise, supposing there has been no *medium impedimentum* between the promise and the *copula*. Now, they consider that it is a very hard thing to strike out this from the Scotch law, which this Bill, no doubt, and most properly and safely in my opinion, affects to do; but my objection is really most radical to the law as it now stands in that respect, and whoever has been, as others present and myself have been, occupied in administering the Scotch law in the Courts of Appeal, must be aware that there are no kinds of questions which give rise to greater difficulty, or which more embarrass the judges who have to decide upon these important matters. That is one reason against it; then I am told by the opponents of this measure, and the advocates of the existing law, that this alteration is impolitic, for that it tends to favour seduction, that there is a check by the law upon the seducer which would be thus removed, for that so many seductions are practised under promise of marriage in order to obtain that which by the present law of Scotland makes the marriage complete, namely, the consummation, that this is *pro tanto* injurious to the morals of society, by diminishing the security of female virtue, and by giving the seducer an advantage. I totally dissent from this view of the case. I should rather look upon this consideration as operating entirely the other way, for as far as my practice in courts of law has gone, either in the common law courts or in courts of equity, or in a court of appeal as a judge, I have certainly observed that a promise, in order to obtain a sacrifice of the female's virtue, is not the mode in which the seducer proceeds, generally speaking; but even if he did, and I am assuming that he does, a promise is a thing most difficult to be proved; no seducer will commit his promise to writing or give that promise before witnesses; the promise is made secretly in the course of the seduction, and is parcel of the act of seducing the female. Then the difficulty is for the female to prove it. It may be easier to prove the consummation than the promise, but you must prove both in order to put the seducer in any jeopardy of being saddled with a wife when he only intended to obtain a mistress. Then there is a second difficulty; the nature of the connection and of the proceeding assumes that there is very considerable privacy even in the accomplishment of the seducer's purpose. However much the female may consider that she comes to his arms as a wife in consequence of the promise, even if she could prove the promise and she had it in writing, it does not at all follow, she not being yet recognized in public, and not being publicly acknowledged as his wife, that she would be very glad, openly

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openly and publicly, to enter into the condition which appears to those ignorant of the preceding promise, the condition of his mistress. Therefore, the probability is in all cases, that the promise will be difficult to be proved, and the probability is in most cases, that the consummation may be difficult to be proved; the consequence of which is, that little or no impediment is thus thrown in the way of the arts of the seducer. The other great argument is urged against the solemnities required by this Bill for the completion of the contract, whether before a clergyman or before the registrar, and it is this, that as the law now stands, parties have a right to enter into this contract without any of those solemnities. Then it is said, what a hard thing it is to deprive them of those vested rights. Now I really cannot imagine an argument more futile; you may just as well say, that all the laws of both countries which require certain contracts to be in writing, are abridgments of natural liberty, because a man has just as good a right to contract to buy a horse, as he has to contract to marry a wife, and yet no man ever thought of objecting to the English law, which requires executory contracts above a certain value to be reduced into writing; no man ever objected to that most wholesome provision of the Statute of Frauds, except that it did not go quite far enough; no man ever objected that it was anything like an abridgment of natural liberty. The reason of requiring the solemnities is, not in order to abridge the right, but to make it clear that there shall be no fraud; to protect, not abridge the right; to make it clear that the right shall be duly exercised, and in such a way, and accompanied with such evidence, as gives the parties on either side of the contract a true and just means of accurately ascertaining their several rights and duties. I really hardly know how to express further my opinion upon this important question, except by saying, that my only objection to the measure, for the reasons that I have already given, is, that, perhaps, it does not proceed far enough. It does not touch minors in any way; and that, I think, is to be regretted. It has some tendency, no doubt, to throw impediments in the way of Gretna Green marriages, and a very material tendency, no doubt, to throw impediments in the way of the violation of our Marriage Act; and so far I think it very much to be approved of. I have been told that there is an objection, which I really am very much surprised to hear, on the part of many of the reverend clergy to this Bill. No person has a greater veneration than I have for the clergy of the Scottish Church, personally, and, I may say, hereditarily. I have that veneration in the greatest degree, but I am astonished to find any opposition to the measure on their part, as if the Bill would lessen the disposition to be married by a clergyman. I should be as sorry as any person to do anything to interfere with their just privileges, and to interfere with what I hope will long continue to be the practice under this Act, as it has been the practice in many cases before this Act, of preferring regular to irregular marriages; but I must say, that I think that those who deal in this objection so largely, and who have made it the subject of a good deal of clamour, and have forwarded many not very well considered petitions to the House of Lords against the Bill, have forgotten the state of the law as it now is. They say, that a clergyman will no longer be resorted to by the parties. In the first place, is a clergyman necessarily resorted to as the law now stands? The difficulty is the other way. There is a difficulty interposed here by the law in the way of their not going to a clergyman, in the way of their preferring an irregular to a regular marriage. As the law now stands, they have only to go before the ostler, or the chambermaid, or the postboy, whoever it is that drives them to the country, or if they reside in the country, they can do it before any one witness that can prove it, or even without any witness they can do it, if they can prove the date, by an interchange of letters and acknowledgments; they have only to do that, and they are married in a trice, and just as effectually as the Moderator of the General Assembly can marry them, or any of the doctors in divinity in Scotland in his own parish church. Now there is rather an obstruction thrown in the way of that, because a marriage by a clergyman is valid, and the other marriage is not valid, for it must be before the registrar. But then it is said, that people will prefer going to the registrar rather than going before a clergyman; but why? There is no reason why they should; in my opinion that is a totally gratuitous assumption; and if I am to resort to the experience of England upon that subject, where the same prejudice existed against the late change in the marriage law, and perhaps in a stronger degree than in Scotland, for this reason, that in England there was no means of marrying, regularly or

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irregularly, without a clergyman; the law was lately laid down that you must in England have the interposition of a clergyman, and in Ireland as well as in England, though there the law may have been laid down in a way from which I differed, but at all events no man ever doubted that in England a clergyman was necessary; yet notwithstanding the great change which overleaped that boundary, and suddenly made it possible to marry without the interposition of a clergyman at all, I find the fact to be, and it is admitted on all hands to be, that people have very rarely indeed availed themselves of the new law. I am reminded by my noble and learned friend, though I believe in Scotland people care much less about money than in England, or in any other country, at least so I have understood; so it was in my time; probably they may have become more avaricious since; that there is the temptation thrown in their way of giving them a little premium in favour of the clergyman, by the cost being smaller, which is material. I have stated all that occurs to me upon this subject, but if any gentleman wishes to ask me any question, I shall be happy to answer it. I ought to add, that my experience, I am sorry to say, has not been of very short duration in the Scotch law and in the English law upon these matters. I think I was as much as most men at the bar engaged in all those cases which have arisen upon the conflict of the laws of the two countries, and upon the different provisions of the law of each respecting marriage and legitimacy; and this is not an opinion at all taken up now; for I brought in a Bill in the year 1835, which was highly approved by Lord Lyndhurst, and in fact would have passed, had it not been for the difficulty in which I was of not being able to attend during the next Session, 1836, from bad health; I believe that to that Bill there was originally no objection, either on the part of the Scotch bar or the Scotch bench. I found that there were objections taken the next year, and I did not persist in the Bill. I only mention this to show that really my opinion is not taken up of yesterday, for even the year 1835 was by no means the earliest time at which I had formed a very strong opinion upon the subject; I have always been accustomed to lament, both in Parliament and elsewhere, that the discrepancy of the two laws respecting marriage and divorce, and legitimacy, was so great in the two countries, and that above all, the Scotch law of marriage was such as no rational lawgiver could ever really approve of, when he reflected upon the subject.

2. Will you Lordship allow me to mention one case; you are aware, of course, that a marriage by the Scotch law may be made by habit and repute, and that there have been many cases in which habit and repute was very difficult to be ascertained, and also a great many other cases in which it could not be ascertained except by very long and difficult reasoning, and by inference out of written correspondence, whether or not the parties had, in point of fact, been married. Does not your Lordship think that the greatest evils have arisen from the extreme uncertainty which attends the constitution of marriage by that mode?—I ought to apologize to the Committee for having forgotten to mention that point; if there have been any cases since I have sat in the House of Lords, or upon the bench generally (for they have occurred to me in various quarters), which I have found the most embarrassing to the judge and the most difficult upon which to come to a satisfactory conclusion, and with which satisfactorily to deal; I should say they were those very cases of habit and repute arising upon Scotch marriages. It must needs be so from the very nature of the thing; it is hardly possible that it should be otherwise. A promise is a thing well known; a *copula* is a thing, I believe, I may say pretty well known in practice as well as in theory; but who shall define what is habit and repute? Who shall take upon him to say what acts, how many of them, or what series of acts, or in what direction performed, shall amount to habit, to being held? And even repute, reputation, is a most difficult thing to prove. We all know that in questions of boundary it gives rise to the greatest difficulties which ever come before courts and juries in cases as to the law of property; and how infinitely more embarrassing and more painful is the situation of the judge, when upon a question such as this, partly law, partly fact, and in which it is very difficult to separate the one from the other, he is called upon to say whether a certain correspondence, whether a certain holding out by the party to the world of a female as his wife or his mistress, whether the reputation in the neighbourhood, whether the knowledge of persons in the neighbourhood, or their belief, gives proof of a marriage; a most vague, general, unsatisfactory and absolutely untrustworthy matter altogether, and the evidence upon it generally of the same vague and untrustworthy

worthy description; I consider the proposed measure to be a very great improvement in that respect.

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3. Will your Lordship allow me to remind you of the case of *Dalrymple v. Dalrymple*?—I was counsel in that case before the Delegates.

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4. In that case, was not there the greatest discrepancy of opinion among the most eminent Scotch barristers, as to some of the most important points of the law of Scotland as regards the constitution of marriage?—I should say, that a more difficult task than my late right honourable and learned friend, afterwards my noble friend, Lord Stowell, had to grapple with, and a more difficult duty to perform, I never remember any judge to have had cast upon him than Lord Stowell had, in giving that wonderfully luminous and eloquent, as well as accurate judgment, which has ever since been the admiration of the profession; but it has been the admiration chiefly of those who knew the case best. I, with others, was of counsel, and argued that case before the Delegates; it was very fully argued, and Sir William Scott's decision was affirmed. In that case, I can hardly say whether there were more witnesses on the one side or the other, or if you were to weigh the witnesses as well as number them, whether it is just to state that the weight of testimony inclined to the one side or to the other, till it was thoroughly sifted, and then, upon being thoroughly sifted, you found that there was a very great preponderance of clear, distinct statement of the law on the one side, as separated from what might be said to be the opinion of some of the counsel upon questionable points, mootable points, on the other. One of the ablest, the clearest, the most judicious and satisfactory of all the testimonies given on that matter of fact, for it was before Sir William Scott as a matter of fact, being of foreign law, was that of the late Honourable Henry Erskine, formerly Dean of Faculty; I should say that his evidence struck me as being the most satisfactory, and that it was relied upon and admitted on all sides to be the most satisfactory of the whole. But I do assure you, that there were some of the learned counsel on both sides, particularly upon the side which was the wrong side, as the judgment both below and upon appeal proved, and as I really think it was, who gave opinions upon oath as to what the Scotch law was, which not a little startled me; and I could only account for it, and the English lawyers with whom I was of counsel in the case, who felt that in England it would have been difficult to have seen such a discrepancy of opinion upon important and what ought to be known points, could only account for it by the unsettled state of the law upon that subject.

5. Those counsel being of the greatest eminence?—Those counsel were of the highest eminence. But there was also another reason; I could not help seeing that some of them had recently, if not at the time they were giving their evidence, either given opinions, or were giving opinions, and were counsel in causes actually pending, upon which those opinions might bear; that was the impression which I and others had when we looked at the matter. There was the *McAdam* cause.

6. Which itself is a strong instance, in your Lordship's opinion, of the bad state of the law of Scotland upon this matter?—Certainly; that was a case in which a gentleman having had children by a mistress, destroyed himself immediately after the marriage, and there was a question whether the marriage had been contracted in a sane state of mind; it was supported for a marriage.

7. They first found that he was sane, and they then supported the marriage?—Yes.

8. With reference to the case of *Dalrymple v. Dalrymple*, is not clandestine marriage a very great evil in society, to which the law of Scotland very much tends?—I should say that the law of Scotland as it now stands has a very great tendency to shelter, and therefore to promote, clandestinity, which is in my opinion a very great evil in any society. It seems to me to be of infinite importance that a contract, such as the marriage contract, should be overt, and known to all mankind; and above all that it should be of easy proof. Now this Bill has a most admirable tendency to make its proof easy and certain; anything more difficult of proof than marriage by promise and *copula* can hardly be conceived, unless it be what is certainly much more difficult to be proved even than that; namely, marriage by way of habit and repute. When I stated my opinion upon promise *subsequente copula*, it was upon the ground, not so much of its difficulty of proof that I dwelt, as upon the great facility that the seducer had by making a clandestine promise, and to a certain degree, having clandestine consummation; whereas that kind of marriage requires that both the promise and the *copula* should be capable of being proved.

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9. Your Lordship recollects, with respect to the case of *Dalrymple v. Dalrymple*, of which we were speaking, that there was a marriage by the party who was afterwards Lord Stair, with a lady connected with a noble family in England; that that marriage was voided in the course of a year after its contraction, and that if there had been issue of that marriage, the result would have been the bastardizing of that issue?—No doubt; I have known other instances in my practice of that. I have been consulted in some of the most painful cases which ever came before me, as to the legitimacy of children, and the validity of the marriage of A. B., who had married secretly C., and who, after having married C. in secret, without having issue (I mention the strongest case I remember upon which I have given opinions), contracted openly a marriage with D., whom he seduced by means of that semblance of a marriage, concealing carefully the original marriage with C. C. died; D. required to be married, having discovered the previous marriage which bastardized her children past all doubt, even if she had got the marriage accomplished with A. B., but he refused to marry; her child must have been illegitimate, because it was born pending another marriage, there was a *medium impedimentum*. She was refused marriage by A. B., who afterwards died; A. B. succeeded in seducing her, for I call it a complicated case of seduction, because it was under colour of marriage, and he succeeded, merely by the power that he had of concealing the first marriage.

10. It enters deeply into the question, of course, in your Lordship's opinion, that according to the law of Scotland a party cannot bar himself from pleading *status*?—Yes.

11. That is to say, a subsequent marriage, the most formal of all acts, cannot bar him?—That is not confined to Scotland; the case which came nearest to that of a person enabling himself to get rid of his *status*—but then that was not retrospective, and would not touch the fact of a marriage already contracted—was the case of the French law till the restoration in 1814–15, which was a relic of the bad law of the early parts of the Revolution, and the Prussian law; there an incompatibility of manners and character, as it is called, an incompatibility of temper, is held to be a ground of divorce. If so, I believe it would tend not to sweeten the tempers of married people who wished to be divorced, but rather to embitter them, and one party would always have the power of being divorced from the other, by making him or herself particularly sour to the other. That is the law of those countries; I do not know how it works; I should think as badly as possible; they have repealed it in France. I ought to mention, that in France, where there is a strong disposition and a strong feeling, especially since the restoration, on political grounds towards the church, which has been increasing since 1814, the civil contract is the contract; I have assisted at a French marriage, which was undergone at great length; it was followed by the feast, of course, but then it was followed by high mass in the cathedral of the province, or the chief church of the place in which it was; the consequence of which was, that the high mass was no doubt performed very solemnly, but so far as regarded the validity of the marriage, it was of no value or avail whatever. All this took a long time; but the only valid marriage, the only marriage of which the law took any notice whatever, was performed in five minutes before the mayor, by registering the names and the consent of the parties. Now, that is the law in France, which, neither the French laity, however devoted to the church the parties may be, nor the French clergy, have ever been able to move, nor indeed have they ever made any attempt to move it; it is a civil contract, and the interposition of the church is there merely reckoned as so much fringe and surplusage; it is reckoned agreeable to the parties that it should be done, and it is almost always done; it is hardly ever omitted. In Scotland the feeling is quite the contrary; and my belief is, that the interposition of the church would in almost every case, at least in the vast majority of cases, be most anxiously sought for, from the religious habits of the people.

12. Some of the objections to this Bill have been founded upon the necessity of protecting females in various situations; does not your Lordship think that in a country in which a marriage may be contracted by a boy of 14, and upwards, it may be necessary also, by requiring registration and publicity, to protect the other party?—I consider so, most decidedly; I have known so many instances of the objection of parents to their sons, who have been heirs to a fortune, or possessed of a fortune, going to Scotland, that I cannot sufficiently dwell upon that; I have been repeatedly asked by friends to recommend a school, or a college, for a young baronet in possession of a fortune, or the expectant heir of a person in possession;

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possession; "Of course," I have said, "you will send him to Edinburgh, to be under Professor Playfair, or Professor Leslie, or whoever might be the eminent man of the day." "Edinburgh!" was always the answer—"the very last place in the world we should think of sending our son to; he would be married in 24 hours; there is no saying what would happen;" and, consequently, to Edinburgh he did not go. I have in one or two of those very instances found that the second or other sons have gone to Edinburgh, but not the eldest son; the *præfervidum ingenium Scotarum* would not operate so much in that case.

13. Sir David Dundas.] Will your Lordship state what is the doctrine of *medium impedimentum* at present?—That is a difficult doctrine in one particular, which I am not at all prepared to solve.

14. Chairman.] But there is no difficulty in the doctrine, that a child born during the existence of the first marriage cannot be illegitimated by the subsequent marriage of the parent?—Just so; there is the question of the intervening marriage; I should be disposed to avoid giving any opinion as to the state of the law, except under protest, that I may be enabled to alter that opinion as to what the law now is when I shall hear it argued by counsel, as Lord Moncreiff very judiciously said, when, like me, he was giving evidence upon the state of the Scotch law. There is a very nice question upon divorce now undecided.

15. Mr. McNeil.] Was that A. B. case, to which your Lordship has referred, a Scotch case?—Yes; and in a considerable family; the gentleman is dead; I forget whether the first wife survived or not; it is quite immaterial; but he refused to marry the second, whether he could or not; and the second wife is still alive, having cohabited with him; that was certainly a most hard and cruel case. I had no doubt about it, but I thought it better to take an opinion, and we took the opinion of the then Solicitor-general for Scotland.

16. In the case of marriage by promise, *subsequente copulâ*, I think your Lordship said there might be difficulties?—Yes.

17. Had your Lordship in view any particular cases which have come before you judicially?—I had not; I do not recollect any that gave rise to more discussion than Miss Gordon's case, Dalrymple v. Dalrymple, when I was at the bar; but we have had cases of promise, *subsequente copulâ*, in the House of Lords since I have been upon the Bench.

18. Chairman.] There was the case of Honeyman?—Honeyman was one; I decided that when I was Chancellor.

19. That was a very difficult case?—No doubt.

20. In which you had to spell out a promise and a declaration of marriage from correspondence?—Yes.

21. Mr. McNeil.] Do you remember whether any cases of promise, *subsequente copulâ*, have come judicially before you in the House of Lords, in which that tribunal has altered the judgment of the court below?—I do not remember; I think we affirmed in Honeyman v. Honeyman; I do not recollect altering the judgment. I remember a very difficult case that came before us, in which I am not sure whether we did not reverse the decision of the court below, but whether that was upon promise and *subsequente copulâ*, or upon habit and repute, I cannot be quite sure. On habit and repute there have been several reversals.

22. Sir David Dundas.] Do you remember a case of bigamy, before Mr. Justice Holroyd, where it was left to the jury whether a Gretna Green marriage was altogether a joke, or not; it was tried at Carlisle; I think it was the King v. Myers, in 1824?—I do not know it.

23. That was a case of bigamy, where the first marriage was a Gretna Green marriage; so far as I remember, all the circumstances were proved sufficiently according to law, supposing the parties themselves were serious about it, but it was left to the jury whether it was not altogether a joke; they found that it was a joke, and the judge directed an acquittal?—I do not recollect that case; it having been in the Crown Court, it was very unlikely that I should be in it. I was hardly ever in the Crown Court on the circuit, except upon particular occasions; but I ought to say this, that, in my opinion, Mr. Justice Holroyd most properly left it to the jury to say so, because it is not like the interpretation of a written instrument; but the whole circumstances being laid before them, the question arising whether the contract was made or not between the parties, it depended entirely upon whether the parties really were serious or in jest at the time; he could not do otherwise than leave it to the jury, giving his own opinion upon the subject. The words might be in

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joke or in earnest; the man must seriously mean to marry, and the woman must seriously mean to marry; otherwise *verba de presenti* do not constitute a marriage.

24. *Chairman.*] With reference to the case which has just been alluded to, I dare say your Lordship recollects a case in the House of Lords of M'Gregor v. Jolly, where there was a marriage before a clergyman, and that marriage before a clergyman was set aside upon the ground that the subsequent conduct of the parties showed that they were not serious in the matter?—I was at the bar in that case, and I think I was obliged to go out of town; I did not argue it.

25. There was the case of Reid v. Raphael likewise?—Very probably; one case that I ought to mention, which gave rise to great discussion upon the Scotch Marriage Law, was the celebrated prosecution of Edward Gibbon Wakefield; we had the Blacksmith, or whoever was the proper officer, up from Gretna Green, and we investigated it; we examined the Scotch lawyers upon that subject.

26. *Sir David Dundas.*] Your Lordship has spoken of some of the social evils of these irregular and clandestine marriages; do you know what in Scotland is called declaring a marriage; a man having been married clandestinely, but always keeping it in his power to declare the marriage or not?—Yes.

27. Do you not consider that to be a very great evil in society?—I consider it to be a very great evil that two people bargain together that for particular reasons they shall not declare the marriage, but at any moment they may do a great wrong, and third parties may bring out the marriage, though very likely they did not intend to do it during their lives. That is a very possible case, and I consider that it is one of the aggravating evils of clandestinity of marriage, as they may keep this hanging over other parties' heads, and may, according to their caprice with respect to the rights and interests of those other parties, declare, or never declare, the marriage. I have reason to know that some persons have gone to the grave without declaring that to be a marriage which at any moment they might have done, but which, for some particular reason, they never did. Another consequence of that, of which I have seen a recent instance in private society, is, that it gives great encouragement to the offence of polygamy; because I have known a person who had been validly married (I was consulted as a friend about it), but who was minded to marry another person, and as the first marriage was clandestine, he bought off the party. I was told of it afterwards; I said, "What has become of So-and-so?" The reply was, "Oh, money was given, and the gentleman bought the lady off, and he is now married to another person." There is no security whatever to the second wife, or to the issue of the second wife. My advice was, "Do not think of entering into this, because my opinion is that there has been a marriage, from the facts which have been stated;" they said, "There are no witnesses, except one old woman." I said, "But that old woman may live longer than you expect; that often happens, and you cannot be quite sure." "Oh, but," they said, "we will buy them all off." "Very well," my answer was, "The consequence will be, that every pound which you or your new wife have in your pocket henceforth will be at the mercy of those parties, for they may come and extract it from you by the threat of proving this marriage," and prosecuting criminally.

28. *Mr. Mackenzie.*] Was that a Scotch case?—A Scotch case; it was a case of respectable persons, of considerable property.

29. *Chairman.*] I dare say your Lordship may recollect that in the case of M'Adam, as in several other cases to which you have referred, the question was put in this way, whether it was the object of the party, in what took place, to make a wife or to make a widow, with reference to fraudulent intentions against heirs and others?—Yes; with respect to children, also, this Bill does not touch the point of legitimation *per subsequens matrimonium* at all.

30. *Mr. Mackenzie.*] Your Lordship has stated several cases of clandestine marriage in Scotland; could not that kind of clandestinity exist in England also?—I do not say that it could not, but it is much easier in Scotland than in England, because in England no person is ever married in church who does not register the marriage in that church. Then by the new law relaxing the old law, which required a clergyman, it must be registered; it is of the essence of the law that it should be registered. In that case a man would run a great risk by marrying another woman, when he might be proved a felon by any body that chose. The only way in which Lord Hardwicke's Act is evaded in England, is by going to a place such as Manchester, where there are 300 or 400 publications of banns in a morning; there it may be done; but still, if it were suspected that a man had gone

gone to Manchester, although the parties might not know of the publication of banns so as to stop the marriage by forbidding the banns, they would very soon discover that he had been married, because there is his handwriting to the register. Then there is another thing which makes it more difficult, and that is, the nature of the contract; its consisting in habit and repute, and its consisting in a promise *subsequent copula*, make it much more easily concealed.

31. Your Lordship stated that in the case of Dalrymple v. Dalrymple, there was the greatest possible contrariety in the evidence?—Yes.

32. Is it not the fact that that case to a certain extent settled the law of Scotland, and that Lord Stowell's judgment is now considered almost as a text-book on the law of Scotland?—There is not the least doubt that the law of Scotland is very much indebted to that celebrated decision, but that only settles the matter upon the point of law, namely, what constitutes a marriage where there has been no consent *de præsenti*; the marriage there was constituted without any consent *de præsenti*; the point upon which the chief argument turned was a promise to marry; things that were called sacred promises. I recollect that more particularly, for the word was spelt "saccreed" by way of being more emphatic, and these promises were followed by what was clearly proved, namely, consummation. In the case of Dalrymple v. Dalrymple, there could be little or no doubt as to the fact; the question there was, what constituted a marriage by the Scotch law; but the great difficulty with respect to a promise and *copula* marriage, is not so much as to the law but as to the fact, because we do not doubt that the law is now settled, that a promise *subsequent copula*, if you can prove the promise, and the subsequent *copula*, is an undoubted marriage; then there is little doubt as to this; if there was a *copula* before the marriage, supposing it is a continuing *copula*, and there is a promise intervening during the *copula*, that has been made matter of doubt in some cases which I have seen; I rather think in one case before us in the House of Lords; but upon the point, if there was no continuing *copula*, that a *copula* subsequent upon a promise, if it can be connected with the promise, constitutes a marriage, that is now undoubted law; the great difficulty with judges in these cases, besides all the other objections, is, what amounts to proof of a promise.

33. As far as the argument in favour of this Bill goes, that it settles the law, that is not so necessary now as it would have been, had not Lord Stowell given that judgment to which allusion has been made?—This Bill settles the law by destroying it, it abolishes it altogether; a promise and *copula* can no longer constitute a marriage if this Bill passes; it abrogates that law.

34. *Chairman.*] There are a good many questions in the law of Scotland, many of which would, I suppose, still have to be settled?—Undoubtedly.

35. The opinions with which your Lordship has been good enough to favour the Committee, are not the opinions of yesterday?—I have stated that fully; the very first case in which I was engaged when I came to England, and removed from the Scotch to the English bar, which happened to be in the year 1803-4, led me very early to pay great attention to the subject of marriage and legitimacy; that was the case of Crawford v. Patrick; I drew the appeal case in Scotland, and I argued it, I think, before Lord Erskine in the House of Lords, which must have been in 1806; that led me very early, having drawn the appeal case, which was very carefully drawn, in 1803-4, to attend to this subject, so that my opinions have been the same upon it for the last 45 or 46 years, without any variation, except always increasing the confidence which I had in those previously formed opinions, by my experience at the bar and upon the bench. I can only add, that I have seen instances of the great effect produced in cases of Scotch marriages upon my brethren of the bar. When they come to see what constitutes a Scotch marriage, they are always at first incredulous, they cannot believe that there is any civilized country which has such a marriage law, and when they read the case they say, "It is impossible you can prove it;" they are all astonished at it; and I remember the instance of a most learned judge, Mr. Baron Bayley, at Newcastle, when a question of that sort arose, and they examined a witness and brought a writer, what we should call here an attorney or agent, to give evidence, he would not receive that evidence; he said, "Did you ever answer cases at the bar?" The witness said, no, that he was an agent, and that he gave cases to the lawyers to argue. Mr. Baron Bayley said, "I will not receive such evidence; I will not believe anything so monstrous as that two people saying, 'I take you for my wife,' and 'I take you for my husband,' constitutes an immediate marriage; you must by a barrister so prove that." I could not give evidence, being counsel in the case, but I told him that that was the law.

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36. Mr. Elliot.] Is it not a very important matter in this Bill, that it will make the proof of bigamy so much more easy, as it is now easy under the English law, than it is under the Scotch law as it now exists. At present, I take it, that the proof of bigamy is impossible to the party injured, unless that party happens to possess the evidence of the promise which has been made, or of habit and repute, which it may be extremely difficult to obtain. Under the new Bill and under the English law, as I understand it, there are such registrations to take place in each case, that it would be always possible for the party who is injured, knowing where the individuals were married, to refer to direct evidence to prove the act of bigamy?—I reckon that that is a very great improvement, as I think I have said in the former part of my evidence; most undoubtedly, from my knowledge of juries, I should think that it would be a much more difficult thing than it ought to be, to prove a man guilty of what we vulgarly call bigamy, that is, polygamy, marrying a second wife, the first being alive, if the only evidence of the first marriage was habit and repute; the counsel for the defendant, in addressing the jury in cases of felony, would have a very great chance of getting his client off by saying, “How can you believe that this was habit and repute?” It is so obscure, it is so difficult to say, no judge being able to say exactly what habit and repute was, that it would be very difficult to prove the first marriage *quoad criminalem effectum*. If it were a question of property, it would be much easier, but if the transportation of a man for 14 years depended upon the proof, which it really does, of the first marriage having been completely legal, it would be, in many cases, difficult to get a jury to convict, though they ought to convict.

37. Sir George Clerk.] I think that your Lordship has stated that you introduced a Bill into the House of Lords in the year 1835, on the Scotch marriage law?—I did.

38. Was the object of that Bill rather to remove the anomalies arising from the discrepancy between the law of England and the law of Scotland?—Certainly; a person may very consistently say, “I was for Lord Brougham’s Bill of 1835, and I am against this.” I do not deny that; that Bill was for the purpose of preventing the evasion of Lord Hardwicke’s Act by going to Scotland; so far it was similar to this; it was then for preventing that great anomaly of a person being married in Scotland, and unmarried in England, or married in England, and unmarried in Scotland; it was for preventing a person claiming as a legitimate son in the one country, and being held to be illegitimate in another, or legitimate when he goes into the Court of Chancery to claim personality, and a bastard when he goes into the King’s Bench on an ejectment.

39. It was not the intention of that Bill to alter the law of marriage in Scotland between Scotch parties?—Except to require residence, for Scotch parties could not marry by that Bill unless they had resided a fortnight; that provision was introduced with a view to the three proclamations of banns at the beginning, middle and end of the fortnight, for the purpose of preventing the door which the Scotch law opens to the evasion of Lord Hardwicke’s Act; it did incidentally touch Scotch parties, but it was not intended to do it; and as to divorce, it required six months’ residence; so that it incidentally touched Scotch parties there, but it only required them to reside six months; it affected them in no other respect.

40. So far as regarded the marriage of parties domiciled in Scotland, your Lordship did not propose any change?—Just so; and if it touched parties in Scotland at all, it was incidentally in the two ways that I have described, when legislating for a totally different purpose.

41. Was it your Lordship’s opinion then, at that time, that a law of marriage might exist in Scotland, without inconvenience to the people there, which would be intolerable if applied to England?—So much the reverse, that I argued that case, showing very clearly, as I thought, upon the same grounds as those which I have stated to-day, that it was a very barbarous law, and ought to be very much altered, in order to make it worthy of being called the law of a civilized nation; and I expressly stated what I have stated to-day, the evils of marriage *per verba de presenti*, without any check whatever, and any ceremony in effecting the seduction of minors and heiresses, and so forth. I believe that that is very accurately reported, for I corrected the speech which I made upon that occasion, and it will be found that I put the argument upon the same grounds as I have stated here, though that did not come within the scope of the Bill; but I stated it to show that I thought a great deal more was wanting than that Bill provided. Lord

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Lyndhurst strongly confirmed my opinion upon that subject. The Great Seal was then in commission, and he and I were attending the House of Lords out of office.

42. Your Lordship has alluded to the apprehensions which have been entertained by English persons, that their sons, especially if the heirs of large estates or high honours, or in possession, were exposed to great danger of being entrapped into a marriage in Scotland?—Yes.

43. Are you aware whether many such marriages have taken place?—I believe so, indeed. My revered uncle, Principal Robertson, had a young lord boarding in his house, as was the custom in those days; he was afraid that he saw a kind of admiration, as was most likely, springing up for one of his daughters on the part of that individual, and he sent him off within 24 hours to England, to avoid the possibility of it. He never would have done that if he had had the means of forbidding the banns, which this Act would have given him. And I know that Professor Stuart was most exceedingly annoyed at the marriage of Lord Ashburton with his niece, which was a clandestine marriage, though she was a most fit and proper match.

44. Would this Bill, if passed into a law, give the power to parents and guardians to forbid the banns?—No; but they would have a notice; they would have no power to forbid the banns, for the marriage would be valid; it would be irregular, but it would be valid; but it would be far more difficult for the parties to elude the parent's eye than, evading their care, to marry by going into another room, and saying "I take you for my husband," and "You take me for your wife." It would be much more easy for them to evade the vigilance and superintendence of parents than if this Bill passes, because, if this Bill passes, they must either go to church, which gives one chance of publicity and of being stopped, or they must go before the registrar, and I believe a certain time must have expired; there must be notice, and if a clergyman saw that a young nobleman was going to make an imprudent marriage, and it was brought before him, he would be very apt to go to the parties and tell them; he is not bound to marry him.

45. The case to which you have alluded is the case of an English nobleman?—Certainly.

46. Does it frequently happen that Scotch heirs, or persons possessed of large estates, or the heirs to high honours, do contract those irregular marriages when in a state of minority?—Not so much as might be expected, I admit; I am not aware of many instances.

47. Therefore a state of the law which might be quite intolerable in England from the state of general feeling or morality, might be tolerable in Scotland?—No doubt; you must always take into account that where a very bad law exists in any country, there is a certain provision made by nature, or by the habits of society, which cause it to produce much less evil effects than might be expected; you always find that with all laws.

48. *Chairman.*] The badness of the law forms a sort of remedy for its cure?—To a certain degree it raises a protection against its own mischiefs.

49. *Sir George Clerk.*] Therefore those cases of irregular marriage in Scotland are not so frequent as, *à priori*, you would expect them to be?—You mean the irregular marriages of persons in higher stations.

50. In higher stations?—Most certainly; just as I should say in the case of the Prussian law, where the same argument would apply. One would think that a state of law such as that of Prussia, would be perfectly intolerable in a Christian country, namely, that any two parties living together, because they happen to differ in point of temper, may be divorced from one another in six weeks, or in a given time; it is difficult to conceive it. That law was in France productive of the worst effects; marriage was almost a dead letter there during the Revolution; concubinage was the rule, and not the exception; and I certainly attribute the present state of things in that respect in Paris to that; in Paris it is said that one-third of all the children born are bastards; that is the statistical return; but in Prussia the manners and morals of the country furnish the sort of check which I have described. There are many bad cases, no doubt, under the Prussian law, as there are probably in Scotland, though not by any means to the same degree as you would expect when you look at the law; the manners of society furnish that remedy which they fail to do in the case of the lax manners of Paris; it would not produce in the provincial towns of France, and never has, produced the same effect.

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51. Might it be held that previously to the passing of Lord Hardwicke's Act, the law of marriage in England was not dissimilar to the present law of Scotland?—No; you required a clergyman in England ever since the Council of Trent. There was a controversy with respect to what are called "Fleet marriages," but it is always understood that since the Council of Trent a clergyman has been required in England. If any gentleman wishes to see that matter fully discussed, he will find it in a very important case, in which my noble and learned friend now present, and myself, differed from the rest of the House of Lords; *The Queen v. Millis*.

52. Were not doubts expressed at the time when Lord Hardwicke's Act passed, whether the requiring of certain formalities by the marriage law would increase or diminish the chances of the seduction of females?—Certainly; that was one of the topics argued. Upon that ground, Lord Hardwicke's Act, I must mention, is exceedingly defective in two material particulars; first, in allowing banns to get rid of the difficulty; he never expected that the evasion by going to Scotland would have had that effect, for he probably was of the opinion of Lord Mansfield, that that was an invalid marriage, being *in fraudem legis Anglicanæ*; but it was a great defect in Lord Hardwicke's Act that he allowed the publication of banns to do it, because that affords the means of evasion. Another defect was introduced by what is called Lord Holland's Clause, a very celebrated provision in that Act, which opens another wide door to evasion. The publication of banns, to make it regular, must be after a certain residence in the parish, and the clergyman who publishes banns without due evidence of the residence is liable to penalties, but the marriage is valid notwithstanding the parties never lived an hour in the parish; now that gives rise to great evasion, no doubt.

53. What, in your opinion, has been the effect of Lord Hardwicke's law, in giving any check, or in affording encouragement to seduction under promise of marriage?—I really do not think that there has been any effect of that kind. Lord Hardwicke's Act would hardly tell upon promise of marriage; a marriage by promise and subsequent *copula* is the only ground upon which it can be contended that seduction is promoted by any state of the law; Lord Hardwicke's Act does not touch that, because there was no time in England when that sort of proceeding constituted a marriage. Lord Hardwicke's Act would rather go against it; however, it was argued with respect to Lord Hardwicke's Act, that people might give a promise of marriage, and then might say, "I cannot marry you, because Lord Hardwicke's Act comes in the way, and I have not the consent of my parents legally given;" to which the lady would say, if she has the sense which a woman generally has in those cases, "Why not marry by banns?" That was argued, no doubt, but I do not think it bore upon the subject.

54. Are there very frequent cases of breach of promise of marriage, accompanied with seduction?—Very often indeed; it is a very common case to have actions for seduction where the man has seduced the woman by promising marriage; and whether it has been actually done or not, I must say that it is commonly said by the woman when called to be examined (she is always a witness in action for seduction) that the man intended marriage, that his intentions were honourable. The branch of our law respecting breach of promise of marriage is very unsatisfactory, and the law as to seduction is exceedingly imperfect. Lord Erskine was always of opinion that our law ought to make both adultery and seduction a misdemeanor.

55. Are you aware whether these cases of seduction are more or less prevalent in Scotland than in England, taking into account the relative population?—I really profess to have no competent opinion upon that subject; I have heard many, upon whose judgment I placed great reliance, give opposite opinions; I do not at all believe that there is much more seduction in England than in Scotland. If seduction prevails to a great extent in either country, I really believe that it is more among the inferior people than among the higher classes. It is an exceedingly common contract of seduction, if I may so speak, in all the counties of England, but particularly, I am sorry to say, in the northern counties, to make a bargain to live together, and only to marry if there is pregnancy; that is a very common case, no doubt, and common in Scotland too, I apprehend; but I must say that in the North, where it is much more prevalent than in the other counties, I cannot help thinking (and I know the late Lord Grey was decidedly of my opinion upon that), that it is very much encouraged by the facility of going into Scotland and being married; the degree in which that takes place in the border

border counties is incredible ; there is hardly such a thing as a marriage there by a clergyman.

56. *Mr. Mackenzie.*] When your Lordship says that that is encouraged in the border counties by the facility of a border marriage, is your Lordship aware that that system of contract is exceedingly common in Wales?—I have heard of the bundling in Wales, but I am not acquainted with it practically.

57. There is no facility for border marriages there?—No ; that is very true ; but the *copula* is not a part of that system, it no doubt may lead to it, but that is not a portion of the system.

The Right Honourable the Lord Campbell, attending by permission of
The House of Lords ; Examined.

Lord Campbell.] I HAVE only to say, as I have had the advantage of hearing Lord Brougham's opinions upon this occasion, that I entirely concur in the opinions of my noble and learned friend ; and I really have nothing to add to them. I would merely say, that in my opinion, this most important contract of marriage is a fit subject of legislation, and that it is the duty of the Legislature to fix some open and certain mode in which the contract is to be entered into, and a mode which may easily be proved, so that women may know whether they are wives or concubines, and children may know whether they are legitimate or bastards. It seems to me, that with respect to the marriage law of Scotland at present, although it has been perfectly well ascertained upon most points, yet from the uncertainty of the fact, it does not at all comply with these conditions ; it is secret ; there is no certainty of proving it, and it leads, in my opinion, to most disastrous consequences. The people of Scotland, I am proud to think, are a very virtuous people, but I believe that it is in spite of the marriage law, and not by reason of it. With regard to this Bill which has been introduced, I am very much surprised and mortified to find the grounds upon which it has been opposed, for it has been opposed on the ground that it introduces clandestine marriages into Scotland ; I think, with deference to those who may have a contrary opinion, that its direct tendency, as well as its object, is to prevent clandestine marriages. I may likewise observe, that I am very sorry, being the son of a clergyman of the Church of Scotland, to find that it is opposed, and I believe very violently opposed, by the clergy of the Established Church of Scotland. I think that they proceed upon false grounds, and I am afraid, although I would say nothing at all disrespectful of a body for whom I feel nothing but respect and affection, that they are a little influenced by the notion that a marriage by a clergyman who is not of the Established Church, is hereafter to be put upon the same footing with a marriage celebrated by a clergyman of the Established Church ; but I should be glad if they would consider that they are placed nearly in the same situation as the clergy of the Church of England, who, without the smallest scruple or repining, have submitted to it, because a marriage before a Baptist minister, or before a Unitarian minister, is just as valid now as if celebrated by the Archbishop of Canterbury ; and I should trust that upon consideration they would be of opinion that their dignity is not at all compromised, and that their opposition to it may subside.

58. *Chairman.*] The Committee then understand that you adhere almost without qualification to the evidence of Lord Brougham?—As far as his opinions go I entirely concur, without the smallest qualification.

59. With respect to the evils attending the present law of Scotland, as regards the constitution of marriage, and with respect to the good effects of the Bill, so far as it goes?—That is my clear and strong opinion ; I think it was a wise thing not to touch the validity of marriages of minors in Scotland, because that is a very difficult subject, and admits of great variety of opinion, and such an attempt might have defeated the measure altogether. I also most highly approve of its expressly leaving the law of legitimation by a subsequent marriage untouched.

60. It does nothing, in fact, but touch the mode of proving the marriage?—There will be abundant facility to enter into the marriage ; every person will know, under this Bill, whether he is married or single, and there will be no difficulty hereafter in questions of pedigree, in knowing whether there has been a marriage or has not been a marriage ; I think myself that it is a great boon to our country.

61. *Mr. Home Drummond.*] In what respect does this Bill alter the relative position of the established clergymen and of dissenting clergymen with regard to

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marriages?—At present a marriage by a dissenting clergyman, I rather think, is not strictly regular.

62. *Chairman.*] He cannot marry without banns; he is subject to punishment if he marries without banns?—There are statutes forbidding marriages unless by clergymen of the Established Church.

63. No doubt the clergy of the Church of Scotland thought that this Bill affected them very much?—I believe that they are under a delusion in supposing that it does so.

64. *Mr. Home Drummond.*] You stated that there was an impression against this Bill on the part of the established clergy; are you aware that there is an impression in other quarters in Scotland against the present law?—I do not know that the mass of the population have considered the subject much, but the great bulk of those with whom I have conversed are very well aware of the evils of the present law, and have expressed a strong desire to have the law amended. I think, to show the evils of the present law, nothing can be more striking than a Return which was made to the House of Lords, in obedience to an order made on the motion of Lord Aberdeen, with respect to the number of suits that have been instituted since the jurisdiction was extended to the Court of Session, where it began in the Court of Session; I forget the exact numbers now, but there were about an equal number where the marriage was established, and where the marriage was repelled, and there were an equal number in which the suits never were determined at all.

65. *Sir George Clerk.*] I suppose your Lordship has no official knowledge of the manner in which those suits were finished?—No, I know nothing but what appears upon the face of the Return.

66. How many of those questions were appealed in the House of Lords?—I am not able to say; the Committee may easily have the information. It is not merely in matrimonial suits that the question arises.

67. *Mr. McNeil.*] When Lord Brougham was under examination, allusion was made to questions on which the judgment of the Court of Session had been reversed, and questions where the marriage had been supported by evidence; has your Lordship any information upon that point?—There have been several since I sat in the House of Lords; there was one the session before the present; I think the last session of Parliament there was one where we reversed the decision; I think it was a case from Glasgow.

68. *Sir George Clerk.*] Is that a case appearing in Lord Aberdeen's Return?—No, because it arose upon a question of property, and that depended upon whether a marriage was to be supposed to have taken place or not; there was a sale of property, and the question was whether the party who sold the property had a right to the property; that depended upon the legitimacy of that party, and his legitimacy depended upon whether his father and mother were married; you will not find that there, but you will find it in the Reports.

69. *Sir David Dundas.*] Have you ever known, either at the bar or since you have been a judge, a case of this sort, where a Scotchman cohabiting with a lady, either in England, Scotland or in both, and having children by her, clandestinely marries her, has more children by the same lady, and dies; have you ever known, in such case, doubts as to the *status* of the children born out of and in wedlock?—No.

70. It has never come before you, either in Scotland or in England?—No.

71. Supposing there were a clandestine marriage, there being children on both sides of the marriage, it might create considerable doubt as to which child was born within the marriage?—Yes.

72. Would not that create great scandal, in your opinion?—Certainly; in a peerage case, the question arose as to whether there had been a marriage or not before the birth of the present lord.

73. *Mr. McNeil.*] In England there could be no difficulty; the party born before marriage would not be legitimate; the party born after marriage would be legitimate?—Certainly; you have only to fix the date of the marriage.

Lunæ, 14th die Maii, 1849.

MEMBERS PRESENT.

Mr. Cumming Bruce.
 Sir George Clerk.
 Sir Henry Davie.
 Mr. Home Drummond.
 Mr. Duncan.
 Sir David Dundas.

Mr. Elliot.
 Mr. Mackenzie.
 Earl of March.
 Mr. M'Neil.
 Mr. Solicitor-General for Scotland.
 Mr. Traill.

THE LORD ADVOCATE IN THE CHAIR.

The Right Honourable *Stephen Lushington*, D. C. L.; Examined.

74. *Chairman.*] THIS is a Select Committee appointed to consider the Law of Marriage in Scotland, as regards the constitution of marriage. Your professional pursuits at the bar, and your duties upon the Bench, have led you, I have no doubt, to give attention to that subject?—For very many years my attention has necessarily been directed to the law of Scotland, especially upon the subject of marriage. In the Court of Delegates I was one of the junior counsel in the celebrated case of *Dalrymple v. Dalrymple*, now above 40 years ago. After that, during my practice before the House of Lords, I, of course, had very many occasions in which it was my duty, as far as I was able, not being a Scotch barrister, to make myself master of the law of that country; and I believe, as Judge of the Consistory Court of London for now 20 years and more, my attention has been directed to the whole subject of marriage law.

75. Will you be good enough, without my putting any particular question, to favour the Committee with your opinion as to the present state of the law of marriage in Scotland, as regards the constitution of the contract, and how far you think it expedient as it now stands?—I presume that marriage in Scotland is constituted by promise *cum copulâ*, by contract *per verba de presenti*, and also by celebration before a clergyman; and I suppose that but rarely it is had in what we call in England *in facie Ecclesiæ*, at least not very often, so far as I know. Then I presume that marriage may also be proved in Scotland by a course of cohabitation.

76. By habit and repute?—Yes; in consequence of a long cohabitation as husband and wife. Now it has always appeared to me, that that state of the law is productive of very great evil, where marriage is constituted by promise *cum copulâ*, or *per verba de presenti*; the proof of it is often very difficult; marriage is always uncertain where there is not easy proof of the constitution of that marriage; that we know not only with regard to Scotland, but we know it with regard to marriages which are had even in a regular form abroad. I do not know a greater evil, or one productive of more misery or of more mischief, than the uncertainty of the constitution of the marriage tie; I speak now of uncertainty in the way of proof; and I consider that one of the very first and most requisite necessities in the law of every country with regard to marriage is, that it should be made clear that the parties are married parties, and that at any reasonable time after the marriage you may be able to satisfy the whole world, or whatever interest may be concerned, of the actual and legal constitution of that marriage. Perhaps the Committee would allow me to say, by way of illustration, that infinite difficulty has arisen in this country from the rule which has been established on the ground of evidence. It has been ruled by the Court of Queen's Bench here, that you cannot receive a copy of a foreign register, and the consequence is, that in several cases you are unable to prove the marriage at all, because, according to our law, if there be an action brought for criminal conversation, or if there be an indictment for bigamy, you must actually prove the marriage itself, and you cannot prove it in any other way; then if there cannot be received in evidence a copy of the registry of a foreign country, the difficulty of proof is very great. This I state merely by way of illustration, in order to come to the proposition which I should be desirous of stating, which is this, that however marriage be constituted, it ought to be capable of easy proof before every court of justice, where it may be requisite to prove it. Now whether a marriage is had either by

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promise *cum copulâ* or *per verba de præsenti*, it is obviously clear that however regular according to law that marriage may be, that however perfect, yet there are no means of establishing to a certainty that such a marriage was had; and even if I were to go the length of saying that the marriage was not had by words alone, but that it was done by the interchange of papers, signed by the parties, we all know that those papers are liable to destruction, and in many instances, as I apprehend, they have been fraudulently withheld. I speak the more confidently in this respect, because I really hardly know any difference between the law of Scotland, as to the constitution of marriage, and the law of England anterior to Lord Hardwicke's Marriage Act; I apprehend them to be as nearly as possible the same thing.

77. Was there not always doubt in England, whether it was not necessary to have the presence of a clergyman, prior to Lord Hardwicke's Act?—Only for certain purposes. In England this doubt arose, if you sought to recover real estate there were various modes of proceeding by the English law, in which a reference would be made to the bishop whether there had been a valid marriage. In those cases the bishop would not certify that the marriage was a strictly proper marriage if it had not been celebrated in the church. Very soon after the Reformation, in the time of Archbishop Cranmer, the question was put to him, whether a marriage *per verba de præsenti* constituted *ipsum matrimonium*, in the case of the Duke of Richmond, the natural son of Henry the Eighth, and his answer was "beyond all kind of doubt;" he said "with regard to the civil effects I say nothing; I speak of the marriage itself; it is beyond all doubt *ipsum matrimonium*."

78. Have you considered the question of the constitution of marriage (the question arose in the case of Dalrymple) by promise and subsequent *copula*; and how far do you think it an expedient rule of law to hold that *copula*, following upon a promise of marriage, should be itself marriage, without further declaration?—As an English lawyer, it certainly is contrary to my opinion of what is wise or prudent, or just, to have that form of constituting marriage; I am very much inclined to think, that instead of operating to the protection of the female, it is one mode of seduction. I am satisfied, that in this country a great many of the calamitous instances which we have of seduction arise from the promise *cum copulâ*; it is very true that that cannot constitute marriage by our law, but the promise produces the same effect, for the woman relies upon it as if it were an actual marriage.

79. Mr. Elliot.] But is there not a wide difference between the two, inasmuch as in the one case the woman knows that it is not a marriage, and resigns her virtue merely upon the hope that she may be afterwards made the wife; in the other case, the woman thinks that she is completely married, and does not resign her virtue, but yields herself to a person whom she supposes to be her husband?—I am afraid that that is attributing to the female sex a more accurate knowledge of the law than they really possess. I do not apprehend that the *copula* takes place in consequence of that consideration of the legal estate of marriage.

80. Do not you think that in Scotland the woman knows that a marriage by declaration or by lines, or by any of those forms which are common in Scotland, is a marriage?—I will assume that she does, though I should think in a great many cases she did not; it does not at all appear to me to improve the case, because here is a promise by words only, followed by a *copula*; then it may be according to the law of Scotland that it is a complete marriage, and so it may be by the law of God; but if the woman is put to prove that marriage after the birth of children, of that she is or may be without any proof.

81. I was not alluding to the effect as regarded the children, or the effect of want of proof, but I was referring to the circumstances of the woman. In the one case, under the English law, it appears to me that the woman admits herself to be seduced, knowing that she is no wife; in the other case, she admits the man to her arms, supposing him and knowing him to be her husband?—It is perfectly true, if you take a Scotch female to be entirely cognizant of the whole law, and to know and to believe that a promise *de futuro cum copulâ* will constitute marriage, then she may be justified in her own feeling, but I do not think, as regards the women in England, that they make any minute distinctions on the subject.

82. Chairman.] Do you think that it would be an advantageous thing, as proposed in fact by the Bill, which I believe you have seen, which came down from the Lords to the House of Commons, to leave marriage not touched so far as it is celebrated by a clergyman, but to abolish all the irregular modes of proving marriage,

marriage, and of contracting marriage, unless it is done upon a register; do you think that that would be an improvement of the law?—I am certainly of that opinion; I consider that the great essential to marriage is certainty and capability of proof; at the same time guarding against the law throwing too great an impediment ultimately in the way of marriage; I think that where it causes a delay it is beneficial. Where it operates as a bar, I very greatly doubt the justice of any law, be it what it may, that prevents a marriage which is allowed by the law of God, ultimately and in the end; but I think it is very desirable that a marriage should not take place at any moment when the passions of the parties might induce them to contract such a union, and I think it very desirable that when it is contracted there should be preserved the best evidence possible of the fact, and the most easily procurable.

83. Then you think that it would be an advantage that some publication should take place, and if possible, an effectual publication, before the union is contracted at all?—Yes, I think so.

84. And in the next place, that where a union is contracted, that union should be made as public as possible?—Yes, certainly.

85. Have you observed great evils to result from marriages being kept clandestine; have any of those cases come before you?—Yes.

86. In the case of Dalrymple itself, the marriage was kept clandestine, and Miss Manners was married, the former marriage being concealed?—I certainly have known instances, but perhaps not many, of marriages being kept secret in this country; the great evil which we have experienced in this country has been where parties have gone over the border and married with that extreme haste and want of consideration which has characterized the greater number of those marriages, and I have uniformly found, as Judge of the Consistory Court, in cases of divorce, that divorces are frequent in such cases.

87. Do you approve generally of the provisions of this Bill, as producing more certainty in the contraction of the relation, and in the evidence by which it is accompanied, and so inducing more caution?—I apprehend that by that Bill one mode of marriage is, that it should be before a clergyman, and be registered within a given time afterwards, and that your other mode of performing a marriage is by registration simply, which shall constitute the marriage itself; that is, in other words, *per verba de presenti*, registered.

88. If it is not made before a clergyman it is to be contracted by the register?—Yes.

89. And in that way only?—Yes. I was a very strong advocate for the alteration of our own law so as to give facility, because I think that our system is a great deal too strict.

90. Do you think that this Bill imposes any undue restriction upon the contraction of marriage?—I should say certainly not; if I were to be allowed to make an observation upon the Bill itself, it would be, that I should like to have it stated more clearly how the matter is. I do not like that long clause which mixes up the Jews and the Quakers, and all together; I should rather have stated at once that marriage should be had as it is in your Bill, in two ways, and then stating what your second form of marriage should be, namely, by registration; it would then have been all quite clear. I do not mean to say that it is not intelligible to a lawyer; it is perfectly intelligible to a lawyer; but on the question of marriage, it should be so clear that every one who runs may read. I should say, that with regard to Scotch marriages, the questions which always have been matters of the greatest possible difficulty with me, and many questions certainly I have had occasion to consider, have been these: it has been stated, that a marriage has been contracted *per verba de presenti*, and the state of circumstances has been given; then the question would be, whether this marriage was capable of proof; those are the difficulties: in other cases it has been *per verba de futuro cum copulâ*; there it was exceedingly difficult to say what state of circumstances would constitute sufficient proof, and after you were able to come to the conclusion that a certain state of circumstances would be sufficient, then the question came, whether your evidence would come up to your state of circumstances. I do not know that there is a greater calamity than a doubtful marriage; I have seen as much misery from doubt arising as to the validity of marriages (I am now alluding very much to marriages contracted abroad), as from almost any other domestic source which I know, to private persons.

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91. Do you think that the present Marriage Act has worked well in England, although much stricter than this?—Yes, I think so; the history of our Marriage Acts is told in two words: our first alteration was by the statute commonly called Lord Hardwicke's Act, and then, in consequence of many very grievous cases occurring of void marriages (for that Act of Lord Hardwicke made almost all marriages by licence not according to the strict letter of the Act absolutely null and void), the void marriages became at last so exceedingly numerous, that it was absolutely necessary, in the year 1822, to apply a legislative remedy; a Committee of this House sat, and there came in one Bill; that Bill passed; there was afterwards another Bill, and the late Lord Redesdale so loaded it with preventive clauses, that the system would not work at all, and it came to a complete standstill, and the very first thing that was done on the first day that Parliament met, was to repeal that Bill, and then, ultimately, it came into the present system which we have, and a very useful system it is; parties of whatever class of opinions have a due facility to be married, and not an undue facility.

92. Mr. Elliot.] Independently of the great advantage which is to be gained by an official record of every marriage, which of course must be obvious to everybody, is it not also a great evil, putting aside the case of the woman and taking the case of the man, that a man, after perhaps having had his passions worked up by a young woman, and perhaps having taken a little more drink than he ought to have done, should, in a moment of indiscretion, by writing a line upon a piece of paper to say, "You are my wife," be bound for ever by this hasty and inconsiderate act; do not you consider that to be an immense evil, and that the man requires protection as well as the woman?—I should consider that the man requires protection as well as the woman; on which side the balance lay it would be very difficult for any one to say. They both require protection, beyond all doubt.

93. Chairman.] The question of the promise *copul'd subsequente* has always been looked upon as a snare to the woman; may it not equally be a snare to the man?—Beyond all doubt it may, and that was one of the principal reasons, if indeed not quite the principal reason, for Lord Hardwicke's Marriage Act; it was in consequence of young men, heirs, and persons in that situation, having been seduced into marriage; Lord Hardwicke's Marriage Act was rather for the protection of men than for the protection of women.

94. Your opinion then would come very much to this, that the constitution of marriage by promise *copul'd subsequente*, may be a snare to both parties, as well as a protection to the woman?—I really cannot myself conceive (of course speaking only from English experience, and never having resided in Scotland) that it is possible to imagine a worse state of law than that.

95. Mr. McNeil.] You form your opinion speculatively rather than from any experience of the effect of the law within the country?—The only experience which I have of the law of Scotland, never having resided in Scotland, is, as I have already stated, that I was under the necessity, in the very early time of the case of Dalrymple, which is now above 40 years ago, as I was a counsel in that case, of endeavouring, as far as I could, to make myself master of it, and from that time I had cases sent to me from Scotland, and for many years of my life I had very considerable practice at the Bar of the House of Lords in Scotch law, and I had many cases laid before me, especially upon the subject of marriage, at a very early period: taking all those sources of information together, I have come to the conclusion which I have stated.

96. My question had not reference to your experience of the law, because that I am perfectly aware of, but it was as to the effects in Scotland of that state of law?—I can only judge of the effects by having had many cases. I hardly know how to describe the number, but having had a good many cases in which were stated great grievances, arising from the uncertainty of marriage, and asking my opinion, whether I thought that a particular marriage could be proved or not, the parties stating it of course in all ways, stating it as a marriage beyond all doubt, because they were anxious to establish the marriage. I have been compelled to say, that it depended upon so many circumstances, and upon their power of bringing forward evidence, that it was uncertain whether the marriage could be established or not, though I had no reason to doubt that a marriage *de facto*, if I may use the expression, had taken place.

97. Chairman.] You are now speaking of cases in consultation, in which you have been asked advice?—Yes; but it is not simply as to Scotland. I have experienced the same difficulty over and over again with regard to India; parties having

having been married in India without any record at all; having been married by a civilian in the Company's service, no record has been made; the parties have cohabited together and had children; then some occasion has arisen where it was necessary to prove their marriage by the law here, and we have been in a difficulty unspeakable, because, by our law, cohabitation and repute might constitute particular proof of a marriage; it is only in particular cases, and it is a very expensive mode of effecting the object with us.

98. Mr. *McNeil*.] You stated that difficulty also existed with reference to marriage, even recorded in another country, from not receiving the evidence?—Yes; but in a less degree, because we can get persons who were actually present at the marriage abroad, if it has been a marriage within reasonable time; now with respect to the East Indies, after a lapse of 10 or 15 years, it is next to impossible to get any person who was present at the marriage.

99. Mr. *Elliot*.] I dare say you are aware that at one time there was a very large number of marriages, covering, I should say, eight or nine years, the validity of which was held in great doubt, owing to the very circumstance which you have mentioned, of their having been performed by civilians, and no record having been kept sufficient to prove the marriage?—They remain in that doubt now.

100. Was there not some Act passed for that purpose?—No; the Act passed was this: it was to render valid all previous marriages which had been had by Scotch Presbyterian ministers; that was an Act of Parliament passed in the year 1819; then, since that, there has been an Act of Parliament as to Ireland, but that is another thing. With respect to India there has been no Act at all; the Lord Advocate and myself have a Bill in contemplation upon that subject now. But the difficulty is not merely as to India, it is with regard to others of our colonies. A very great difficulty arose, which I can mention in the instance of a noble Peer who succeeded to his title about two or three and twenty years ago; his father and mother were married on board ship lying in the harbour at Barbadoes, and no record was made of it; the question arose whether or not he should be compelled to prove his parentage at the bar of the House of Lords,—a very expensive proceeding. It was by a mere accident, though 45 years had elapsed, that one of the witnesses to that marriage was found alive; and without it I do not know whether that marriage could have been established, from want of proof.

101. Mr. *McNeil*.] That was a colonial marriage?—There is no reason why I should not mention the case; the present Lord Byron, upon the death of the celebrated Lord Byron, in about 1825 or 1826, that was the situation in which he was placed; his father, Captain Byron, had been married on board ship in the harbour at Barbadoes, but there was no record of it at all.

102. Mr. *Elliot*.] You mention each of these cases as somewhat analogous to the Scotch state of things, and showing the great inconvenience of it?—I do, as showing the want of a register of the fact, which register should be made by the Act of Parliament evidence.

103. Your object is to show that wherever that state of things exists, the greatest inconvenience is found to arise from it?—More or less according to circumstances; it would arise infinitely more with respect to India, because so much larger a tide of wealth comes home from India, and then becomes the matter of litigation before our courts, either in cases of intestacy, who are the next of kin, or who is a legitimate child.

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R E P O R T

FROM THE

SELECT COMMITTEE

OR

MARRIAGE (SCOTLAND);

FOOTED WITH THE

MINUTES OF EVIDENCE.

*Ordered, by The House of Commons, to be Printed,
24 May 1849.*

310.

Under 4 oz.

R E P O R T

FROM THE

SELECT COMMITTEE

APPOINTED TO PREPARE

MILITIA ESTIMATES,

FOR THE YEAR ENDING

31 MARCH 1850.

Ordered, by The House of Commons, to be Printed,

22 June 1849.

Jovis, 14^o die Junii, 1849.

Ordered, THAT a Select Committee be appointed to prepare Estimates of the Charge of the Disembodied Militia of Great Britain and Ireland, for the Year ending the 31st day of March 1850:—

And a Committee is appointed of,—

Mr. Secretary-at-War.

The Judge Advocate.

Mr. Sidney Herbert.

Mr. Bellew.

Mr. Cornwall Lewis.

Sir William Somerville.

Colonel Anson.

Mr. Hayter.

Sir John Tyrell.

And all Colonels of Militia.

Ordered, THAT the Committee have power to send for Persons, Papers and Records.

Ordered, THAT Five be the Quorum of the said Committee.

J. H. Ley,

Cl. Dom. Com.

R E P O R T.

MR. SECRETARY-AT-WAR reported from THE SELECT COMMITTEE appointed to prepare ESTIMATES of the Charge of the DISEMBODIED MILITIA of *Great Britain and Ireland*, for the Year ending the 31st day of March 1850:—THAT they had prepared the said ESTIMATES accordingly, and had directed him to make a REPORT thereof to The House.

22 June 1849.

ESTIMATES:—DISEMBODIED MILITIA.

ESTIMATE of the CHARGE of the DISEMBODIED MILITIA of *Great Britain*
£. 112,800, according to the following

NUMBERS 1849-50.		ESTIMATE to 31 March 1850.	
Great Britain.	Ireland.	GREAT BRITAIN.	IRELAND.
		CHARGE.	CHARGE.
		£. s. d.	£. s. d.
1st.—STAFF:			
89	38	Adjutants - - - each at 8 - a day	12,094 - -
89	38	Serjeant-Majors - - - " 1 10 - -	2,977 15 10
607	209	Serjeants - - - " 1 6 - -	16,616 12 6
		according to Establishment	
Contingent Allowance, at 6d. per annum for each Private on the Establishment:—			
Great Britain, 50,888 - - Ireland, 18,525 - -		1,272 4 -	463 2 6
Allowance for Medicines and Medical Attendance on the Staff, at 2d. per week per Man:—			
Great Britain, 494 - - - Ireland, 162 Men - -		241 1 4	70 4 -
Allowances to Non-Commissioned Officers acting as Paymasters -		63 17 6	45 12 6
On account of Clothing of Non-Commissioned Officers, or Compensation in lieu thereof - - -		1,100 - -	400 - -
Lodging and Fuel Allowances for Serjeant-Majors, &c. - -		- - -	650 - -
Agency for 285 Companies, each at £. 1. 5. 6. per annum - -		- - -	356 5 -
785	285		
210	91		
Deduct on account of vacant Adjutants and Non-commissioned Officers - - -		35,238 11 2	14,584 9 10
		7,238 11 2	3,384 9 10
575	194		
TOTAL for STAFF - - £.		28,000 - -	11,800 - -
2d.—ALLOWANCES TO SUBALTERNS AND ASSISTANT SURGEONS and SURGEONS' MATES Disembodied at the Peace:			
275	164	Lieutenants - - - each at 2 s. 6 d. a day - - -	12,546 17 6
30	69	Ensigns - - - " 2 - - - - -	1,095 - -
	10	Assistant Surgeons - - - " 2 6 - - - - -	- - -
22	-	Surgeons' Mates - - - " 2 6 - - - - -	1,003 15 -
			14,645 12 6
Deduct probable Saving by Casualties - - -		645 12 6	10,457 5 -
327	243		457 5 -
TOTAL of DISEMBODIED ALLOWANCES - £.		14,000 - -	10,000 - -
3d.—REDUCED ALLOWANCES to OFFICERS on various Reductions of Establishment in 1799 (under Act 39 & 40 Geo. 3, c. 44), in 1816 and 1820:			
		DAILY RATES.	TOTAL per Diem.
		6/ 5/ 4/6 4/ 3/6 3/ 2/6 2/	£. s. d.
25	-	Paymasters - - - 8 3 2 9 - 1 1 1	5 15 6
-	10	- Ditto - - - 4 4 - - - - 2	2 8 -
5	-	Adjutants - - - - - 5 - - - -	1 - -
3	-	Second Adjutants - - - - - 3 - - - -	12 -
31	-	Surgeons - - - 3 12 2 11 3 - - -	7 1 6
-	8	- Ditto - - - 1 1 - 5 1 - - -	1 14 6
9	-	Quartermasters - - - - 1 1 2 1 2 2	1 7 6
-	5	- Ditto - - - - 2 - - 2 1 - -	18 6
73	-		5,776 2 6
1	-	Serjeant-Major at 1 s. a day, and 2 s. 6 d. a week - - -	24 15 -
			5,800 17 6
Deduct probable Saving by Casualties - - -		500 17 6	1,843 5 -
74	23		343 5 -
TOTAL REDUCED ALLOWANCES - - - £.		5,300 - -	1,500 - -

ESTIMATES:—DISEMBODIED MILITIA.

and *Ireland*, from the 1st April 1849 to the 31st March 1850, both Days inclusive,
STATES OF PARTICULARS.

ESTIMATE to 31 March 1849.				DECREASE, 1849-50.				INCREASE, 1849-50.				REMARKS.
GREAT BRITAIN.		IRELAND.		GREAT BRITAIN.		IRELAND.		GREAT BRITAIN.		IRELAND.		
Nos.	CHARGE.	Nos.	CHARGE.	Nos.	CHARGE.	Nos.	CHARGE.	CHARGE.	CHARGE.			
£. s. d.		£. s. d.		£. s. d.		£. s. d.		£. s. d.		£. s. d.		
89	12,994 - -	38	5,548 - -	-	-	-	-	-	-	-	-	f - - Not previously (separately provided. - - To meet Biennial and Quadrennial supply.
89	2,977 15 10	38	1,271 8 4	-	-	-	-	-	-	-	-	
607	16,616 12 6	209	3,779 17 6	-	-	-	-	-	-	-	-	
-	1,272 4 -	-	463 2 6	-	-	-	-	-	-	-	-	
-	301 12 -	-	107 - -	-	87 10 8	-	36 16 -	-	-	-	-	
-	- - -	-	- - -	-	- - -	-	- - -	63 17 6	-	45 12 6	-	
-	300 - -	-	200 - -	-	- - -	-	- - -	800 - -	-	200 - -	-	
-	- - -	-	1,094 18 6	-	- - -	-	444 18 6	-	-	-	-	
-	- - -	-	356 5 -	-	- - -	-	- - -	-	-	-	-	
785	34,462 4 4	285	14,820 11 10	-	-	-	-	-	-	-	-	
191	5,462 4 4	84	2,320 11 10	19	1,776 6 10	7	1,063 18 -	-	-	-	-	
594	29,000 - -	201	12,500 - -	19	1,863 17 6	7	1,545 12 6	863 17 6	-	245 12 6	-	
289	13,185 12 6	167	7,619 7 6	14	638 15 -	3	136 17 6	-	-	-	-	
31	1,131 10 -	70	2,555 - -	1	36 10 -	1	36 10 -	-	-	-	-	
-	- - -	10	456 5 -	-	-	-	-	-	-	-	-	
23	1,049 7 6	-	- - -	1	45 12 6	-	-	-	-	-	-	
343	15,366 10 -	247	10,630 12 6	-	-	-	-	-	-	-	-	
-	566 10 -	-	230 12 6	-	79 2 6	-	256 12 6	-	-	-	-	
343	14,800 - -	247	10,400 - -	16	800 - -	4	400 - -	-	-	-	-	
27	2,244 15 -	-	- - -	2	136 17 6	-	-	-	-	-	-	
5	365 - -	10	876 - -	-	-	-	-	-	-	-	-	
3	219 - -	-	- - -	-	-	-	-	-	-	-	-	
32	2,673 12 6	-	- - -	1	91 5 -	-	-	-	-	-	-	
-	- - -	8	629 12 6	-	-	-	-	-	-	-	-	
12	675 5 -	-	- - -	3	173 7 6	-	-	-	-	-	-	
-	- - -	6	428 17 6	-	- - -	1	91 5 -	-	-	-	-	
79	6,177 12 6	24	1,934 10 -	6	401 10 -	1	91 5 -	-	-	-	-	
1	24 15 -	-	- - -	-	-	-	-	-	-	-	-	
80	6,202 7 6	24	1,934 10 -	-	-	-	-	-	-	-	-	
-	302 7 6	-	234 10 -	-	198 10 -	-	108 15 -	-	-	-	-	
80	5,900 - -	24	1,700 - -	6	600 - -	1	200 - -	-	-	-	-	

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MILITIA ESTIMATES FOR THE YEAR 1849-50.

- - - - from the 1st April 1849 to the 31st March 1850, both Days inclusive, &c.—continued.

ESTIMATE to 31 March 1849.				DECREASE, 1849-50.				INCREASE, 1849-50.				REMARKS.
GREAT BRITAIN.		IRELAND.		GREAT BRITAIN.		IRELAND.		GREAT BRITAIN.		IRELAND.		
Nos.	CHARGE.	Nos.	CHARGE.	Nos.	CHARGE.	Nos.	CHARGE.	CHARGE.	CHARGE.			
	£. s. d.		£. s. d.		£. s. d.		£. s. d.	£. s. d.	£. s. d.			
3	273 15 -	-	- - -	1	109 10 -	-	- - -	-	- - -			
35	4,745 - -	-	- - -	4	547 10 -	-	- - -	-	- - -			
-	- - -	13	1,752 - -	-	- - -	-	- - -	-	- - -			
13	1,423 10 -	-	- - -	-	- - -	-	- - -	-	- - -			
-	- - -	1	109 10 -	-	- - -	-	- - -	-	- - -			
2	164 5 -	-	- - -	-	- - -	-	- - -	-	- - -			
-	- - -	1	91 5 -	-	- - -	-	- - -	-	- - -			
-	- - -	-	- - -	-	- - -	-	- - -	-	- - -	45 12 6		
53	6,606 10 -	15	1,952 15 -	5	657 - -	-	- - -	-	- - -	45 12 6		
-	606 10 -	-	552 15 -	-	- - -	-	- - -	157 - -	454 7 6			
53	6,000 - -	15	1,400 - -	5	657 - -	-	- - -	157 - -	500 - -			
85	6,205 - -	-	- - -	13	949 - -	-	- - -	-	- - -			
-	105 - -	-	- - -	-	651 - -	-	- - -	-	- - -			
85	6,100 - -	-	- - -	13	1,600 - -	-	- - -	-	- - -			
2,027	34,000 - -	-	- - -	291	4,000 - -	-	- - -	-	- - -			
81	1,000 - -	-	- - -	13	100 - -	-	- - -	-	- - -			

Transferred from
(Disembodied Staff.

By less deduction
(for Casualties.

- - - - RECAPITULATION.

ESTIMATE to 31 March 1849.				DECREASE, 1849-50.				INCREASE, 1849-50.			
GREAT BRITAIN.		IRELAND.		GREAT BRITAIN.		IRELAND.		GREAT BRITAIN.		IRELAND.	
Nos.	CHARGE.	Nos.	CHARGE.	Nos.	CHARGE.	Nos.	CHARGE.	CHARGE.	CHARGE.		
	£. s. d.		£. s. d.		£. s. d.		£. s. d.	£. s. d.	£. s. d.		
594	29,000 --	201	12,500 --	19	1,863 17 6	7	1,545 12 6	863 17 6	245 12 6		
343	14,800 --	247	10,400 --	16	800 --	4	400 --	--	--		
80	5,900 --	24	1,700 --	6	600 --	1	200 --	--	--		
						12					
53	6,000 --	15	1,400 --	5	657 --	1	Increase -	157 --	500 --		
1,070	55,700 --	487	26,000 --	46	3,920 17 6	11	2,145 12 6	--	--		
2,627	34,000 --	-	- - -	309	4,000 --	-	--	--	--		
3,697	89,700 --	487	26,000 --	355	7,920 17 6	11	2,145 12 6	--	--		
85	6,100 --	-	- - -	13	1,600 --	-	--	--	--		
81	1,000 --	-	- - -	13	100 --	-	--	--	--		
					9,620 17 6	-	2,145 12 6	1,020 17 6	745 12 6		
					1,020 17 6	-	745 12 6	Increase deducted.			
3,863	96,800 --	487	26,000 --	381	8,600 --	11	1,400 --	--	--		

Estimate, 1848-9 - £. 122,800.

Decrease, 1849-50 - £. 10,000.

ESTIMATE of the Charge of the Disembodied Militia of Great Britain and Ireland, - - -

			ESTIMATE to 31 March 1849-50.	
REGULAR MILITIA.	LOCAL MILITIA.	RATE	REGULAR MILITIA.	LOCAL MILITIA.
1849-50.	1849-50.	per Diem.	Charge p' Diem.	Charge p' Diem.
Nos.	Nos.	s. d.	£. s. d.	£. s. d.
43	- - -	- 4 $\frac{1}{2}$	- 17 - $\frac{1}{2}$	- - -
697	7	- 5	14 10 5	- 2 11
157	9	- 6	3 18 6	- 4 6
4	- - -	- 7	- 2 4	- - -
60	9	- 8	2 - -	- 6 -
87	3	- 9	3 5 3	- 2 3
121	10	- 10	5 - 10	- 8 4
- - -	- - -	- 11	- - -	- - -
1,089	30	1 -	54 9 -	1 10 -
19	- - -	1 3	1 3 9	- - -
4	- - -	1 6	- 6 -	- - -
36	- - -	1 9	3 3 -	- - -
1	- - -	2 -	- 2 -	- - -
2,318	68	per Diem -	88 18 1 $\frac{1}{2}$	2 14 -
Which, for 365 Days, is - - - - -			32,450 8 - $\frac{1}{2}$	985 10 -
Deduct probable Amount of Unclaimed Pensions, and } Saving by Casualties - - - - - }			2,450 8 - $\frac{1}{2}$	85 - -
TOTAL CHARGE for OUT-PENSIONERS, 1849-50 - - £.			30,000 - -	900 - -

MILITIA ESTIMATES FOR THE YEAR 1849-50.

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- - - from the 1st April 1849 to the 31st March 1850, both Days inclusive, &c.—continued.

ESTIMATE to 31 March 1849.				DECREASE, 1849-50.			
REGULAR MILITIA.		LOCAL MILITIA.		REGULAR MILITIA.		LOCAL MILITIA.	
Nos.	Charge p' Diem.	Nos.	Charge p' Diem.	Nos.	Charge.	Nos.	Charge.
	£. s. d.		£. s. d.		£. s. d.		£. s. d.
55	1 1 9½	—	—	—	—	—	—
77½	16 1 8	7	— 2 11	—	—	—	—
198	4 19 —	11	— 5 6	—	—	—	—
6	— 3 6	—	—	—	—	—	—
78	2 12 —	13	— 8 8	—	—	—	—
88	3 6 —	3	— 2 3	—	—	—	—
150	6 5 —	13	— 10 10	—	—	—	—
1	— — 11	—	—	—	—	—	—
1,205	60 5 —	34	1 14 —	—	—	—	—
24	1 10 —	—	—	—	—	—	—
5	— 7 6	—	—	—	—	—	—
44	3 17 —	—	—	—	—	—	—
1	— 2 —	—	—	—	—	—	—
2,627	100 11 4½	81	3 4 2	—	—	—	—
- -	36,707 4 3½	- -	1,171 — 10	—	—	—	—
- -	2,707 4 3½	- -	171 — 10	—	—	—	—
- -	34,000 — —	- -	1,000 — —	- -	4,000 — —	- -	100 — —

R E P O R T
FROM THE
SELECT COMMITTEE
ON
MILITIA ESTIMATES,

FOR THE YEAR ENDING
31 MARCH 1850.



*Ordered, by The House of Commons, to be Printed,
22 June 1849.*

F I R S T
R E P O R T
FROM THE
COMMITTEE OF SELECTION.

CLASSIFICATION OF PRIVATE BILLS.

THE COMMITTEE OF SELECTION, under the powers granted to them by the Standing Order, No. 84, have formed into Groups the following Opposed Private Bills, not being Railway Bills, which it is, in their Opinion, expedient to submit to the same Committees respectively, and have agreed to Report the same to The House :

GROUP No. 1.

GAS BILLS.

Hartlepool Gas and Waterworks.	2 ^o February 12.
Nottingham Gas.	2 ^o February 16.
Great Central Consumers Gas.	2 ^o February 23.

GROUP No. 2.

WATERWORKS.

Holme Reservoirs.	2 ^o February 19.
Staffordshire Potteries Waterworks.	2 ^o February 19.

GROUPS Nos. 3 & 4.

(No. 3.)

BILLS RELATING TO CORPORATIONS, POLICE, MARKETS, &c.

Ashton-under-Lyne Police, &c.	2 ^o February 19.
Macclesfield Borough Waterworks, Markets, &c.	2 ^o February 19.

(No. 4.)

Torquay Markets.	2 ^o February 12.
Taunton Markets.	2 ^o February 16.

GROUP No. 5.

HARBOURS AND DOCKS.

Kirkcaldy Harbour.	2 ^o February 12.
Sunderland Docks (Amendment of Acts, &c.)	2 ^o February 12.
Wareham Docks, &c.	2 ^o February 12.

F I R S T
R E P O R T

FROM THE

COMMITTEE OF SELECTION.

CLASSIFICATION OF PRIVATE BILLS.

*Ordered, by The House of Commons, to be Printed,
2 March 1849.*

SECOND REPORT

FROM THE COMMITTEE OF SELECTION.

CLASSIFICATION OF PRIVATE BILLS.

THE COMMITTEE OF SELECTION, under the powers granted to them by the Standing Orders, Nos. 83 and 84, have formed into further Groups the following Railway Bills and Opposed Private Bills, not being Railway Bills, which it is, in their Opinion, expedient to submit to the same Committees respectively; and have agreed to Report the same to The House, as follow :—

GROUP No. 6.

(OPPOSED PRIVATE BILLS NOT BEING RAILWAY BILLS.)

INCLOSURE BILLS.

Binbrooke St. Gabriel and Binbrooke St. Mary Inclosure (Amendment and Extension of Acts, Alteration of Awards, settling Tithes to Lands, &c., and defining Parish Boundaries) - - - - -	}	2 ^o February 26.
Congleton Inclosure Act Amendments - - - - -		2 ^o February 20.

GROUP No. 7.

BILLS RELATING TO INLAND NAVIGATION, &c.

Tyne River Conservancy - - - - -	}	2 ^o February 12.
North Shields Quays and Improvements - - - - -		2 ^o February 19.

RAILWAY BILLS.

GROUP No. 8.

Lancashire and Yorkshire Railway (Extension of Ashton) Branch, of Clifton Branch, &c.) - - - - -	}	2 ^o February 13.
East Lancashire Railway Acts Amendment and Deviation (Connecting Lines in Preston and Walton-le-Dale, &c.)	}	2 ^o March 5.
Lancaster and Carlisle Railway (from the Lancaster and Carlisle Railway at Lancaster to the Preston and Wyre Railway, &c.) - - - - -	}	2 ^o February 13.
Lancaster and Preston Junction Railway Acts Amendment (Powers to alter Tolls, and for Appointment of Officers)	}	2 ^o February 13.
Lancaster and Preston Junction Railway (Junction with the East Lancashire Railway in Preston, and Amend- ments of Acts - - - - -	}	2 ^o February 13.

GROUP 9.

Shrewsbury and Birmingham Railway Acts Amendment, Branches and Deviations - - - - -	2 ^o February 19.
Shrewsbury and Chester Railway (for Branches to the River Dee; Agreement for Joint Station at Shrewsbury; Power to subscribe towards the Shrewsbury and Hereford Railway - - - - -)	2 ^o February 21.
Birmingham and Oxford Junction Railway (Purchase of the Stratford-upon-Avon Canal Navigation) - - -	2 ^o February 23.

GROUP 10.

Birkenhead, Lancashire and Cheshire Junction Railway (Abandonment of Part of Line, Extension to London and North Western Railway, &c.) - - - - -	2 ^o February 14.
--	-----------------------------

GROUP 11.

Windsor Extension of the Windsor, Staines and South Western (Richmond to Windsor) Railway (with Power to the London and South Western Railway Company to subscribe) - - - - -	2 ^o February 13
London and South Western Railway (Extension of time for the Purchase of Lands and completion of Works on the Basingstoke and Salisbury and Farnham and Alton Lines) - - - - -	2 ^o February 20.
Reading, Guildford and Reigate Railway (Branch to Lon- don and South Western Railway) (N ^o 2) - - - - -	2 ^o February 20.

GROUP 12.

Stockton and Darlington Railway (Alteration of Line in Egglecliffe and Stockton-on-Tees) - - - - -	2 ^o February 19.
Stockton and Darlington Railway (Consolidation of Acts, Increase of Capital, and Purchase of the Middlesbrough Dock) - - - - -	2 ^o February 19.
Stockton and Darlington Railway (Lease of Line to the York, Newcastle and Berwick Railway Company and Amalgamation of the two Undertakings) - - - - -	2 ^o February 19.

GROUP 13.

Taff Vale Railway (Extension in Merthyr Tydfil) - - -	2 ^o March 6.
Forest of Dean and South Wales Railways (Amendment of Acts as to Charges on Forest of Dean Railway and Branches (No. 2.) - - - - -)	2 ^o February 23.

GROUP 14.

York, Newcastle and Berwick Railway, and Maryport and Carlisle Railway (Lease and Amalgamation) - - -	2 ^o February 20.
York, Newcastle and Berwick Railway (Barmoor and Alnmouth New Branches, &c.) - - - - -	2 ^o March 2.
York, Newcastle and Berwick Railway (Newcastle-upon- Tyne and Carlisle Railway, Lease and Amalgamation) -	2 ^o February 20.

GROUP 15.

GROUP 15.

Great Northern Railway (Amendment of Acts, Deviations and Enlargements at and near Boston, Bentley, Lincoln, and King's Cross) - - - - -	2 ^d March 5.
Eastern Counties and Norfolk Railways Amalgamation - - - - -	2 ^d March 12.
Eastern Union and Eastern Counties Railway Companies' Amalgamation - - - - -	2 ^d March 13.

SCOTCH RAILWAYS.

GROUP 16.

Caledonian Railway (Lease or Purchase of the Glasgow, Barrhead and Neilston Direct Railway) - - - - -	2 ^d February 20.
Caledonian Railway (Purchase or Lease of Wishaw and Coltness Railway) - - - - -	2 ^d February 20.
Edinburgh and Glasgow Railway, and Edinburgh and Glasgow Union Canal (Amalgamation, or Sale or Lease of the Union Canal to the Railway Company) - - - - -	2 ^d February 16.
Edinburgh and Glasgow Railway, and Wilsontown, Morningside and Coltness Railway Amalgamation - - - - -	2 ^d March 6.

GROUP 17.

Edinburgh and Northern Railway, (A.) (Dunfermline Branch, Deviation in Dunfermline Parish, and so as to pass under Townhill and Halbeath Tramways; Branches in connection with those Tramways; Repeal of Agreement with Lessees of Halbeath Colliery; Increase of Capital and Amendment of Acts) - - - - -	2 ^d February 20.
Edinburgh and Northern Railway (Formation of Slip Quay and other Works at Granton; Extension of Station at Edinburgh, Regulation of Perth Stations, and Amendment of Acts) - - - - -	2 ^d February 19.
Stirling and Dunfermline Railway (Deviation of Branch to Alloa Harbour; Diversion of certain Works; Extension of Time for completing Line and taking Land; and Amendment of Acts) - - - - -	2 ^d February 23.
East Lothian Central Railway, (Abandonment of the Railway and Dissolution of the Company) - - - - -	2 ^d February 19.

SECOND
REPORT

FROM THE

COMMITTEE OF SELECTION.

CLASSIFICATION OF PRIVATE BILLS.

*Ordered, by The House of Commons, to be Printed,
30 March 1849.*

187.

Under 1 oz.

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THIRD
REPORT
FROM THE
COMMITTEE OF SELECTION.

CLASSIFICATION OF PRIVATE BILLS.

THE COMMITTEE OF SELECTION have to report to The House, that they have added the Sheffield Canal (Transfer of to River Dun Navigation Company) Bill to Group No. 7 ; and that they have formed into a further Group (No. 18) the Bedford Charity Act Amendment Bill, and the Birmingham Borough (Exemption from County Rates) Bill.

THIRD
REPORT

FROM THE

COMMITTEE OF SELECTION.

CLASSIFICATION OF PRIVATE BILLS.

Ordered, by The House of Commons, to be Printed,
27 April 1849.

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FOURTH

R E P O R T

FROM THE

COMMITTEE OF SELECTION.

CLASSIFICATION OF PRIVATE BILLS.

THE COMMITTEE OF SELECTION, in compliance with the Instruction of The House of the 30th April last, have formed into a Group the following Opposed and Unopposed Turnpike Road Bills, which they have agreed to Report to The House, as follows:—

GROUP No. 19.

1. Alford and Boston.
 2. Brompton and Earl's Court, &c., Roads (Continuation of certain Turnpike Road Acts).
 3. Commercial Road.
 4. Flimwell Vent to Hastings Turnpike Road.
 5. Marylebone and Finchley Turnpike Road.
 6. New North Road (Continuation Act).
 7. Sheffield and Tinsley Road (Extension of the Tinsley and Doncaster Turnpike Road to Sheffield).
 8. Surrey and Sussex Roads (Amendment Act and Alteration of Tolls).
 9. Truro Turnpike Roads, Penryn and Redruth Turnpike Roads.
 10. Wisbech, Chatteris, Tid Gote and Downham Bridge Turnpike.
-

FOURTH
REPORT

FROM THE

COMMITTEE OF SELECTION.

CLASSIFICATION OF PRIVATE BILLS.

Ordered, by The House of Commons, to be Printed,

7 May 1849.

F I F T H
R E P O R T
FROM THE
COMMITTEE OF SELECTION.

CLASSIFICATION OF PRIVATE BILLS.

THE COMMITTEE OF SELECTION, under the powers granted to them by the Standing Orders, Nos. 83 and 84, have formed into further Groups the following Railway Bills and Opposed Private Bills, not being Railway Bills, which it is, in their Opinion, expedient to submit to the same Committees respectively; and have agreed to Report the same to The House, as follow :—

GROUP No. 20.

Irish South-Eastern Railway.
Dublin and Ashbourne, &c., Road.

GROUP No. 21.

Airdrie Police and Municipal.
Lanarkshire, &c., Roads.

F I F T H
R E P O R T

FROM THE

COMMITTEE OF SELECTION.

CLASSIFICATION OF PRIVATE BILLS.

*Ordered, by The House of Commons, to be Printed,
11 May 1849.*

REPORT from the COMMITTEE on GROUP No. 19 of PRIVATE BILLS.

MR. WRIGHTSON reported from the Committee on Group No. 19 of PRIVATE BILLS, who were empowered to report their Observations and Opinion, together with the Minutes of Evidence taken before them, to The House,—That the Committee had agreed to the following Report:—

THAT Your Committee to which Group 19 of Private Turnpike Bills were referred, have sat 29 days, and have considered the provisions of the following Bills: viz.—

1. Alford and Boston Road.
2. Brompton and Earls Court, &c. Roads (Continuation of certain Turnpike Road Acts).
3. Commercial Road.
4. Flimwell Vent to Hastings Turnpike Road.
5. Mary-le-bone and Finchley Turnpike Road.
6. New North Road (Continuation Act).
7. Sheffield and Tinsley Road (Extension of the Tinsley and Doncaster Turnpike Road to Sheffield).
8. Surrey and Sussex Roads (Amendment of Act and Alteration of Tolls).
9. Truro Turnpike Roads, Penryn and Redruth Turnpike Roads.
10. Wisbech, Chatteris, Tid Gote, and Downham Bridge Turnpike Roads.

With the exception of the Bills relating to the Alford and Boston Road and the Brompton and Earls Court, &c. Roads, Your Committee have found that the Preambles of all the Bills were proved, and have agreed to them with amendments, in some instances very considerable in extent.

Your Committee think it right to state that, upon the first reference to them of the Mary-le-bone and Finchley Road Bill, they introduced Clauses which appeared not to be strictly within the Title of the Bill. The attention of The House having been called to this circumstance, the Bill was re-committed to Your Committee on the 5th of July, with the powers necessary for making the amendments which had been introduced, and the Bill, as previously agreed to by them, was again reported.

Your Committee understood that in referring all the Private Turnpike Bills, both opposed and unopposed, to a single Committee, contrary to the ordinary practice, the House desired to secure the application of similar principles of decision to the several cases; and Your Committee have, therefore, endeavoured to deal with the Bills brought before them, in a uniform manner, so far as the diversity of the circumstances of the trusts would permit.

Before Your Committee terminate their proceedings, they deem it their duty to put upon record some conclusions suggested to them by the facts which have been disclosed in their investigations.

1. THAT, in the opinion of Your Committee, improvidence in the creation of debt, laxity of management with respect to the expenditure, and other evils, have arisen from the absence of an enactment (as well in the Local as in the General Turnpike Acts) requiring Trustees of Turnpike Roads to pay off annually a fixed proportion of the monies borrowed by them on the security of the tolls.

508.

2. THAT,

2. THAT, in the opinion of Your Committee, the power of borrowing money upon the security of the Tolls, conferred on the Trustees of Turnpike Roads by section 81 of 3 Geo. 4, cap. 126, has, in certain cases, been improperly exercised, and that it ought to be restrained by a general enactment. Your Committee deem it worthy of consideration whether it might not be expedient to enact that no mortgage debt should be created by Trustees of a Turnpike Road without the previous consent of the Secretary of State, or other competent authority unconnected with the Trust.

3. THAT, in the opinion of Your Committee, no Turnpike Bill ought hereafter to be renewed which does not contain a provision for applying a portion of the annual income of the Trust to the redemption of the debt existing at the time of its renewal.

4. THAT, in the opinion of Your Committee, no Turnpike Bill ought to be hereafter passed, which does not contain prospective regulations with respect to the creation of future debt, and to the time and mode of its redemption.

5. THAT, with respect to the mode of redeeming the debt of Turnpike Trusts, Your Committee beg leave to direct the attention of the House to the following Clause contained in the Local Act for the Wisbech and Chatteris Trust, and re-enacted in the Bill agreed to by Your Committee.

For paying
off the sum of
200*l.* yearly
as a com-
position for
certain secu-
rities on the
Tolls.

“ And be it enacted, That it shall be lawful for the said Trustees, and they are hereby required to pay yearly out of the monies and tolls collected and received by virtue of this Act, such sum and sums of money as shall or may be agreed to be accepted by any person or persons being a creditor or creditors on the said tolls, as a composition or compositions on and in satisfaction of his, her, or their security or securities to the amount of Two hundred pounds, according to the stipulation after mentioned; (that is to say,) the said Trustees shall, Twenty-one days at least before the general meeting in each year, cause public notice to be given in some one or more newspaper or newspapers circulated in the counties of Cambridge, Norfolk and Lincoln, that a composition or compositions will be paid for Four shares of Fifty pounds each to such creditor or creditors on the said tolls as shall be willing to accept the smallest composition for his, her, or their share or shares, and requiring such creditors to transmit proposals in writing, sealed up, to the Trustees at the said meeting, specifying therein the lowest rate per centum which such creditor or creditors will accept and take for each and every share of Fifty pounds not exceeding Four, which he, she, or they may have due and owing on the said tolls, (which said proposals shall, as soon after the hour of One of the clock in the afternoon of the day of the said meeting as convenient, be publicly opened by the clerk to the Trustees at the said meeting), and the creditor or creditors whose proposal or proposals shall specify the lowest rate per centum which he, she, or they will accept and take for all or any of the said shares of Fifty pounds intended to be paid off, shall have the preference, and be paid such sum or sums of money as he, she, or they may be willing to accept for the same, by the treasurer to the said Trustees, at the expiration of One calendar month next after such meeting, with all interest then due for the same; and if Two or more of the said creditors shall deliver in proposals at the same meeting for accepting a composition for any such share or shares at an equal rate per centum, then and in such case it shall be forthwith determined by lot, to be fairly drawn by the clerk to the said Trustees, to which of the said creditors preference shall be given in payment of such composition or compositions, and the creditor or creditors having the casting lot shall be paid his, her, or their composition or compositions at the time and in manner hereinbefore mentioned; but if there shall not be any proposals delivered in at the said annual meetings or any of them, by any of the creditors for accepting any such composition or compositions as aforesaid, for his, her, or their share or shares to the amount of Two hundred pounds or any part of that sum, at a less rate than the full amount of the principal monies due to him, her, or them on the said tolls, then and in such case, but not otherwise, the said Trustees shall and may, and they are hereby required, in each and every year in which such proposal or proposals shall not be delivered in as aforesaid, to set apart by and out of the said monies or tolls, the full sum of Two hundred pounds, or such part of the same sum as shall be requisite to be applied for and
towards

towards payment of the principal monies then due and owing on the said tolls ; and the said Trustees shall then cause the numbers of the respective securities, with the several sums for which they are given, to be separately set down in writing and put together into a box or wheel, and out of such box or wheel immediately afterwards cause to be drawn the numbers of so many of the said securities as shall be equal in value or amount to the sum so set apart and intended to be paid off, and in One calendar month next after such numbers shall be respectively drawn, the Treasurer to the said Trustees shall pay to the person or persons who shall be entitled to the respective securities the numbers of which shall be drawn as aforesaid, or to the trustee or trustees, guardian or guardians of such of the persons so entitled as shall be under age, such sum or sums of money as shall be due by virtue thereof, which they are hereby required to accept and take accordingly in discharge of such securities or of such part of the same as shall be thereby satisfied and paid."

6. THAT, in the opinion of Your Committee, the present state of the law respecting the seizure of tolls by mortgagees, whose principal or interest is unsatisfied, has been productive of serious practical evils, and requires the early attention of Parliament.

7. THAT, in the opinion of Your Committee, the provisions of the Act of 4 & 5 Vict. c. 59, with respect to aid afforded from the Highway Rates to Turnpike Trusts whose ordinary income is insufficient to defray the costs of maintaining the roads, are imperfect, and inconvenient in their operation ; and that they require amendment.

8. THAT, in the opinion of Your Committee, no Turnpike Bill ought to be hereafter renewed, which does not contain a Clause subjecting it to the provisions of any future General Act for amending the Laws relating to Turnpike Roads.

9. THAT, in the opinion of Your Committee, it is expedient that measures should be taken for diminishing the heavy Parliamentary expenses necessarily attendant upon the present system of renewing Turnpike Acts ; and it appears to Your Committee, that a preliminary inquiry, conducted under the direction of a Public Office, would tend to the accomplishment of this end.

OPPOSED PRIVATE BILLS
(GROUP 19).

REPORT from the COMMITTEE on GROUP
No. 19 of PRIVATE BILLS.

*(Ordered, by The House of Commons, to be Printed,
16 July 1849.*

508.

(under 1 oz.

R E P O R T

FROM THE

SELECT COMMITTEE

ON

STANDING ORDERS REVISION.

(1849.)

Ordered, by The House of Commons, to be Printed,
19 July 1849.

Luna, 2^a die Julii, 1849.

Ordered, THAT a Select Committee be appointed "to Revise the Standing Orders of The House:"—

Mr. Greene.	Mr. Evelyn Denison.
Mr. Bernal.	Mr. Sotheron.
Sir John Yarde Buller.	Captain Jones.
Sir Robert Ferguson.	Mr. Aglionby.
Mr. Home Drummond.	Mr. Thornely.
Mr. Tatton Egerton.	Mr. Brotherton.
Mr. Deedes.	Mr. Wrightson.
Mr. Wilson Patten.	

Ordered, That the said Committee have power to send for Persons, Papers and Records.

Ordered, That Five be the Quorum of the said Committee.

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STANDING ORDERS - - - - -	p. 1

R E P O R T.

THE SELECT COMMITTEE appointed to Revise the STANDING
ORDERS of The House ;—

HAVE considered the matters to them referred, and have agreed
to report the STANDING ORDERS, as revised by them, to
The House.

19 *July* 1849.

PROCEEDINGS OF THE COMMITTEE.

Veneris, 6^o die Julii, 1849.

PRESENT:

Captain Jones.	Mr. Thornely.
Mr. Deedes.	Mr. Brotherton.
Mr. Tatton Egerton.	Mr. Wilson Patten.
Mr. Sotheron.	Mr. Greene.

Mr. WILSON PATTEN called to the Chair.

Standing Orders considered, and Amendments made to several of them.

[Adjourned till Monday, 9 July, at One o'clock.]

Lunæ, 9^o die Julii, 1849.

JOHN WILSON PATTEN, Esq., in the Chair.

Mr. Greene.	Mr. Sotheron.
Captain Jones.	Mr. Thornely.
Mr. Tatton Egerton.	Mr. Brotherton.

Standing Orders further considered, and other Amendments made.

[Adjourned till Thursday next, at One o'clock.]

Jovis, 12^o die Julii, 1849.

JOHN WILSON PATTEN, Esq., in the Chair.

Mr. Greene.	Sir J. Y. Buller.
Mr. Thornely.	Captain Jones.
Mr. Tatton Egerton,	Sir R. Ferguson.
Mr. Deedes.	Mr. Wrightson.

Standing Orders further considered, and other Amendments made.

Chairman ordered to report.

STANDING ORDERS.

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45

1.

I.
Appointment
of Commi-
tees and
Examiners of
Petitions for
Private Bills.

I.

APPOINTMENT OF COMMITTEES AND
EXAMINERS OF PETITIONS
FOR PRIVATE BILLS.

Appointment
of Committees
and
Examiners of
Petitions for
Private Bills.

STANDING ORDERS.

I.

APPOINTMENT OF COMMITTEES AND EXAMINERS OF PETITIONS FOR PRIVATE BILLS.

1.

THAT there shall be one or more Officers of this House, to be called "THE EXAMINERS OF PETITIONS FOR PRIVATE BILLS," who shall be appointed by Mr. Speaker, and shall hold their offices during his pleasure.

Examiners of
Petitions.

2.

THAT there shall be a Committee, to be designated "THE SELECT COMMITTEE ON STANDING ORDERS," to consist of *Eleven* Members, who shall be nominated at the commencement of every Session, of whom *Five* shall be a Quorum.

Committee on
Standing
Orders.

3.

THAT there shall be a Committee, to be designated "THE COMMITTEE OF SELECTION," to consist of the Chairman of the Select Committee on Standing Orders, who shall be *ex-officio* Chairman thereof, and *Four* other Members, who shall be nominated at the commencement of every Session, of which Committee *Three* shall be a Quorum.

Committee
of Selection.

4.

THAT the Committee on every Railway Bill, except as herein-after provided, and on every Group of such Bills, shall be composed of a Chairman and Four Members not locally or otherwise interested in the Bill or Bills in progress, to be appointed by the Committee of Selection.

Committee
on Railway
Bills.

5.

THAT the Committee on every opposed Private Bill, not being a Railway or Divorce Bill, and on every Group of such Bills, shall be composed of a Chairman and Four Members not locally or otherwise interested in the Bill or Bills in progress, to be appointed by the Committee of Selection, with the addition, if such Bill or Group shall specially relate to any one County, Division of a County, or Parliamentary Borough, of the Member or Members representing the same, or if such Bill or Group shall relate to more than one County, Division of a County, or Parliamentary Borough, of so many of the Members representing the same as the Committee of Selection shall appoint, not exceeding Four on any one Bill.

Committee
on Opposed
Private Bills.

Appointment
of Commit-
tees and
Examiners of
Petitions for
Private Bills.

Committees
on Unopposed
Private Bills.

6.

THAT the Committee on every unopposed Private Bill, not being a Railway or Divorce Bill, and on such unopposed Railway Bills as shall not have been placed in any Group, or shall subsequently have been withdrawn from any such Group, shall, if the same shall have originated in this House, be composed of the Chairman of the Committee of Ways and Means, who shall be *ex-officio* Chairman of every such Committee, together with one of the Members ordered to prepare and bring in the Bill, and one other Member not locally or otherwise interested therein, such Members to be appointed by the Committee of Selection, and shall, if such Bill shall have been brought from the House of Lords, be composed of the Chairman, as aforesaid, and Two other Members, to be appointed by the Committee of Selection, of whom one at least shall not be locally or otherwise interested in the Bill; and the Chairman and one other Member of such Committee shall be the quorum thereof.

7.

Committee
on Divorce
Bills.

THAT there shall be a Committee, to be designated "THE SELECT COMMITTEE ON DIVORCE BILLS," to consist of *Nine* Members, who shall be nominated at the commencement of every Session, of whom *Three* shall be a Quorum.

8.

Members not
to be added to
Committees,
except by
special order.

THAT after any Committee on a Private Bill shall have been formed, no Members be added thereto, unless by special order of The House.

II.
THE TWO CLASSES OF PRIVATE
BILLS.

II.

THE TWO CLASSES OF PRIVATE BILLS.

9.

THAT for the purposes of the Standing Orders of this House, all Private Bills to which the Standing Orders are applicable be divided into the Two following Classes, according to the subjects to which they respectively relate :—

Private Bills
divided into
Two Classes.

1st CLASS.—Burial Ground, Making, Maintaining or Altering.
 Charters and Corporations, enlarging or altering powers of.
 Church or Chapel, Building, Enlarging, Repairing or
 Maintaining.
 City or Town, Paving, Lighting, Watching, Cleansing or
 Improving.
 Company, Incorporating or giving Powers to.
 County Rate.
 County or Shire Hall, Court House.
 Crown, Church, or Corporation Property, or Property
 held in Trust for Public or Charitable Purposes.
 Fishery, Making, Maintaining or Improving.
 Gaol or House of Correction.
 Land, Inclosing, Draining or Improving.
 Letters Patent, Confirming, Prolonging or Transferring
 the Term of.
 Local Court, Constituting.
 Market or Market-place, Erecting, Improving, Repair-
 ing, Maintaining, or Regulating.
 Police.
 Poor, Maintaining or Employing.
 Poor Rate.
 Powers to sue and be sued, Conferring.
 Stipendiary Magistrate, or any Public Officer, Payment of,

1st CLASS.

And

Continuing or amending an Act passed for any of the
 purposes included in this or the Second Class, where
 no further work than such as was authorized by a former
 Act is proposed to be made.

2d CLASS.—	Making, Maintaining, Varying, Extending or Enlarging any	2d CLASS.
	Aqueduct.	Port.
	Archway.	Railway.
	Bridge.	Reservoir.
	Canal.	Sewer.
	Cut.	Street.
	Dock.	Tunnel.
	Ferry.	Turnpike or other Public
	Harbour.	Carriage Road.
	Navigation.	Waterwork.
	Pier.	

III.
STANDING ORDERS,
COMPLIANCE WITH WHICH IS TO BE
PROVED BEFORE THE
EXAMINERS OF PETITIONS FOR
PRIVATE BILLS.

III.

 STANDING ORDERS, COMPLIANCE WITH WHICH
 IS TO BE PROVED BEFORE THE EXAMINERS OF
 PETITIONS FOR PRIVATE BILLS; viz.

1. *Notices by Advertisement* - - - - - p. 13
2. *Notices and Applications to Owners, Lessees and Occupiers of Lands and Houses* - - - - - p. 15
3. *Documents required to be deposited, and the Times and Places of Deposit* - - - - - p. 17
4. *Form in which Plans, Books of Reference, Sections and Cross Sections shall be prepared* - - - - - p. 21
5. *Estimates and Subscription Contracts, or Declarations in lieu of Subscription Contracts, and Deposit of Money in certain cases* - - - p. 24

10.

THAT compliance with the following Standing Orders shall be proved before one of the Examiners of Petitions for Private Bills;—viz.

1. *Notices by Advertisement.*

11.

THAT in all cases where application is intended to be made for leave to bring in a Bill relating to any of the subjects included in either of the Two Classes of Private Bills, Notices be given stating the objects of such intended application; and if it be intended to apply for powers for the compulsory purchase of Lands or Houses, or for extending the time granted by any former Act for that purpose, or to amalgamate with any other Company, or to sell or lease the Undertaking, or to purchase or take on lease the Undertaking of any other Company, or to amend or repeal any former Act or Acts, or to levy any Tolls, Rates or Duties, or to alter any existing Tolls, Rates or Duties, or to confer, vary or extinguish any exemptions from payment of Tolls, Rates or Duties, or to confer, vary or extinguish any other rights or privileges, the Notices shall specify such intention; and the whole of the Notice relating to the same Bill shall be included in the same Advertisement, which shall be headed by a short title, descriptive of the Undertaking or Bill.

Notices to state objects of application, and intention to seek for powers to purchase Lands, or to amalgamate, &c. or to levy or alter Tolls, to be stated.

12.

THAT in cases of Bills included in the Second Class, such Notices shall also contain the Names of the Parishes, Townships, Townlands and extra-parochial places from, in, through or into which the Work is intended to be made, maintained, varied, extended or enlarged, and shall state the time and place of deposit of the Plans, Sections, Books of Reference and Copies of the Gazette Notice respectively, with the Clerks of the Peace, Sheriff Clerks, Parish Clerks, Schoolmasters, Session Clerks, Town Clerks and Clerks of Unions, as the case may be. (See Nos. 24, 30 & 31.)

In Second Class Bills, Notices to contain Names of Parishes, &c.

13.

THAT in all cases where it is proposed to divert into any intended Cut, Canal, Reservoir, Aqueduct or Navigation, or into any intended variation, extension or enlargement thereof re-

Cuts, Canals, Navigations, &c.

When it is intended to divert Water from an existing Cut, &c.

Examiners
of
Petitions
for
Private Bills.

spectively, any Water from any existing Cut, Canal, Reservoir, Aqueduct or Navigation, whether directly or derivatively, and whether under any agreement with the Proprietors thereof or otherwise, the Notices shall contain the name of every such existing Cut, Canal, Reservoir, Aqueduct or Navigation, the Waters supplying which will either directly or derivatively flow or proceed into any such intended Cut, Canal, Reservoir, Aqueduct or Navigation, or into any intended variation, extension or enlargement thereof.

Letters
Patent.

14.

Name of
Invention to
be prefixed
in Capitals to
Notice.

THAT in cases of Bills for confirming or prolonging the terms of Letters Patent, each Notice shall have prefixed to it in Capital Letters the name by which the Invention is usually distinguished, and shall contain a distinct description of the Invention for which such Letters Patent have been obtained, and also an account of the Term of their Duration.

15.

Publication
of Notices in
Gazettes and
Newspapers.

THAT in the months of *October* and *November*, or either of them, immediately preceding the Application for a Bill, such Notices shall be published *once* in the *London, Edinburgh or Dublin Gazette*, as the case may be, and in *Three successive Weeks* in some one and the same Newspaper of the County in which the City, County of a City, Town, County of a Town, or Lands to which such Bill relates shall be situate; or if there be no Newspaper published therein, then in the Newspaper of some County adjoining or near thereto; and if such Bill relate specially to any particular City, County of a City, Town or County of a Town, in which any Newspaper is published, such Notices shall be published in *Three successive Weeks*, in one and the same Newspaper published therein; or if such Bill do not relate to any particular City, County of a City, Town, County of a Town or Lands, such Notices shall be published *once* in the *London, Edinburgh or Dublin Gazette* only, as the case may be; and if such Bill relate to Lands situate in more than one County, such Notices shall be inserted *once* in each of *Three successive Weeks*, in some Newspaper or Newspapers which shall be published in *London* at least *Six Days* in the Week, or in *Edinburgh or Dublin* at least *Three Days* in the Week, as the case may be, and in a Newspaper of the County in which the principal Office of the Company or Companies or other parties who are the Promoters of any such Bill, shall be situate, and in a Newspaper of every County in which any new Works are proposed to be constructed, or in which any lands are situate in respect of which any new or further powers for the completion of Works already authorized are intended to be applied for.

15.

After "published," in the 15th line of the Order, the word "once" has been introduced.

18.

After "made," the words "or notice given," and after "application," the words "or notice" have been introduced.

2. *Notices and Applications to Owners, Lessees and Occupiers of Lands and Houses.*

16.

THAT on or before the 15th day of *December* immediately preceding the application for a Bill by which any Lands or Houses are intended to be taken, or an extension of the time granted by any former Act for that purpose is sought, application in writing be made to the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of all lands and houses in the Line of the proposed Work, or within the limits of deviation defined upon the Plan; and in cases of Bills included in the second class, such application shall be, as nearly as may be, in the form set forth in the Appendix marked (A.)

Application
to Owners,
&c. on or
before 15th
December.

17.

THAT such application be made by delivering the same personally to every such party, or by leaving the same at his usual place of abode, or, in his absence from the United Kingdom, with his agent, on or before the 15th day of *December*, or by forwarding the same by post in a registered letter, addressed with a sufficient direction to his usual place of abode, and posted on or before the 12th day of *December*, at the chief Post Office in *London, Manchester, Liverpool, Birmingham, Leeds, Newcastle-upon-Tyne, Norwich, Lincoln, Shrewsbury, Bristol, Exeter, Edinburgh, Glasgow, Aberdeen, Inverness, Dublin, Belfast, Cork or Athlone*, at such hours and according to such regulations as the Postmaster General shall from time to time appoint, for the posting and registration of such letters.

How Applica-
tion to be
made.

18.

THAT in all cases the written acknowledgment of the party applied to shall, in the absence of other proof, be sufficient evidence of an application having been made, or notice given; and in case of an application or notice having been forwarded by post, in a registered letter, the production of the Post Office receipt for such letter, duly stamped, in such form as the Postmaster General shall have appointed, shall be sufficient evidence of the due delivery of such letter; Provided it shall appear that the same was properly and sufficiently directed, and that the same was not returned by the Post Office as undelivered.

Written
acknowledg-
ment of Party
applied to,
and, in case
of Application
or Notice
by post, Post
Office Receipt,
sufficient evi-
dence.

19.

THAT separate Lists be made of the Names of such Owners, Lessees and Occupiers, distinguishing those who have assented, dissented or are neuter in respect to such application, or who have returned no answer thereto; and where no written acknowledgment has been returned to an application forwarded by post, or where such

Lists of
Owners, &c.
assenting,
dissenting,
and neuter.

Examiners
of
Petitions
for
Private Bills.
—

application has been returned as undelivered at any time before the making up of such lists, the direction of the letter in which the same was so forwarded shall be inserted therein. (*See Order 34, directing the deposit of the said Lists in the Private Bill Office.*)

*Crown, &c.
Property.*
—

Notice to
Owners, &c.

20.

THAT before the deposit of a Petition for leave to bring in a Bill relating to Crown, Church or Corporation Property, or Property held in Trust for Public or Charitable Purposes, or before the First Reading of any such Bill brought from the House of Lords, Notice in writing of such Application to Parliament shall be given to the Owners or reputed Owners of such Property, and to the Lessees or reputed Lessees of such Property, holding Leases granted for a life or lives, or for any term of Twenty-one Years or upwards.

*Burial
Grounds.*
—

Notice to
Owners and
Occupiers of
Houses.

21.

THAT on or before the *Fifteenth* day of *December* immediately preceding the Application for any Bill for making a Burial Ground, Notice be given to the Owner and Occupier of every Dwelling House situated within 300 Yards of the Boundary of the proposed Burial Ground.

*Relinquish-
ment of
Works.*
—

Notice to
Owners, &c.,
when the Bill
is to abridge
any Public
Work.

22.

THAT previously to the deposit of a Petition for leave to bring in a Bill whereby any part of a Work authorized by any former Act is intended to be relinquished, Notice in writing of such Bill be given to the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands in which the part of the said Work intended to be thereby relinquished is situate.

23.

Time for
serving
Notices and
Applications.

THAT no Notice given or Application made on a Sunday or Christmas Day, or before Eight o'clock in the forenoon, or after Eight o'clock in the afternoon of any day, shall be deemed valid, except in the case of delivery of letters by post.

3. *Documents required to be deposited, and the Times and Places of Deposit.*

Deposits on or before the 30th November.

24.

THAT in cases of Bills of the Second Class, a Plan and also a Duplicate thereof, together with a Book of Reference thereto, and a Section and also a Duplicate thereof, as hereinafter described, shall be deposited for public inspection at the office of the Clerk of the Peace for every County, Riding or Division in *England* or *Ireland*, or in the Office of the Principal Sheriff Clerk of every County in *Scotland*, and where any county in *Scotland* is divided into districts or divisions, then in the office of the Principal Sheriff Clerk in or for each district or division in or through which the Work is proposed to be made, maintained, varied, extended or enlarged, on or before the 30th day of *November* immediately preceding the Application for the Bill.

Plans and
Books of Re-
ference; and
Sections, with
Clerk of the
Peace.

25.

THAT the Clerks of the Peace or Sheriff Clerks, or their respective Deputies, do make a Memorial in writing upon the Plans, Sections and Books of Reference so deposited with them, denoting the time at which the same were lodged in their respective offices, and do at all reasonable hours of the day permit any person to view and examine one of the same, and to make copies or extracts therefrom; and that *one* of the two Plans and Sections so deposited, be sealed up and retained in the possession of the Clerk of the Peace or Sheriff Clerk until called for by order of one of the Two Houses of Parliament. (See Appendix, Act 1 Vict. c. 83.)

Clerks of
Peace to in-
dorse a Me-
morial on
Plans, &c.

26.

That in cases where the work shall be situate on Tidal Lands within the ordinary Spring Tides, a copy of the Plans and Sections shall, on or before the 30th day of *November*, be deposited at the Office of the Board of Admiralty.

Tidal Lands.

Plans, &c.,
in certain
cases to be
deposited at
Admiralty.

27.

THAT, in the case of Railway Bills, a published Map, to a scale of not less than half an inch to a mile, with the line of Railway delineated thereon, so as to show its general course and direction, shall, on or before the Thirtieth day of *November*, be deposited at the Office of the Clerk of the Peace, or Sheriff Clerk, together with the Plans, Sections and Book of Reference.

Railways.

Published
Map to be
deposited
with Clerk of
Peace, &c.

28.

Plans, &c. at
the office of
the Railway
Commissioners.

THAT, in the case of Railway Bills, a Copy of all Plans, Sections, and Books of Reference, required by the Orders of the House to be deposited in the Office of any Clerk of the Peace or Sheriff Clerk, on or before the 30th day of November immediately preceding the application for the Bill, together with a published Map to a scale of not less than half an inch to a mile, with the Line of Railway delineated thereon, so as to show its general course and direction, shall on or before the same day be deposited in the Office of the Commissioners of Railways.

29.

Deposit of
Plans, &c. in
Private Bill
Office.

THAT on or before the 30th day of November, a copy of the said Plans, Sections and Books of Reference, and in the case of Railway Bills, also a copy of the said published Map, with the line of Railway delineated thereon, be deposited in the Private Bill Office of this House.

30.

Parish Plan,
Section and
Book of Reference,
with
Parish Clerk,
&c.

THAT on or before the 30th day of November, a copy of so much of the said Plans and Sections as relates to each Parish in or through which the Work is intended to be made, maintained, varied, extended or enlarged, (*see* Fig. 5.), together with a copy of so much of the Book of Reference as relates to such Parish, be deposited with the Parish Clerk of each such Parish in *England*, or, in the case of any Extra-parochial Place, with the Parish Clerk of some Parish immediately adjoining thereto, with the Schoolmaster of each such Parish in *Scotland*, or if there be no Schoolmaster of any such Parish, then with the Session Clerk, or in Royal Burghs with the Town Clerk, and with the Clerk of the Union within which such Parish is included in *Ireland*. (*See* Appendix, Act 1 Vict. c. 83.)

31.

Gazette
Notice to be
deposited with
Plans, &c.
with Clerks
of Peace,
Parish Clerks,
&c.

THAT, wherever any Plans, Sections and Books of Reference, or parts thereof, are required to be deposited, a Copy of the Notice published in the *Gazette* of the intended application to Parliament shall be deposited therewith.

Deposits on or before the 31st December.

32.

Petition for
Bill, &c.,
to be deposited
in Private Bill
Office.

THAT every Petition for a Private Bill, headed by a short Title descriptive of the Undertaking or Bill, corresponding with that at the head of the Advertisement, with a Declaration, signed by the Agent, and a printed copy of the Bill annexed, be deposited in the Private Bill Office on or before the Thirty-first day of December; and that such Petition, Bill and Declaration be open to the inspection of all parties; and also that printed copies of the Bill be delivered therewith for the use of any Member of The House or Agent who may apply for the same.

33. THAT

32.

The words " and also that printed copies of the Bill be delivered therewith, &c.," have been added at the end of the Order.

525.

F

33.

The second Section has been verbally amended.

33.

THAT such Declaration shall state to which of the two Classes of Bills such Bill in the judgment of the Agent belongs; and if the proposed Bill shall give power to effect any of the following objects; that is to say:—

Declaration
 of Agent as
 to Class of
 Bill, and
 Powers
 thereof, to be
 annexed to
 Petition.

Power to take any lands or houses compulsorily, or to extend the time granted by any former Act for that purpose :

Power to levy tolls, rates or duties, or to alter any existing tolls, rates or duties; or to confer, vary or extinguish any exemption from payment of tolls, rates or duties, or to confer, vary or extinguish any other right or privilege :

Power to amalgamate with any other Company, or to sell or lease their Undertaking, or to purchase or take on lease the Undertaking of any other Company.

Power to interfere with any Crown, Church or Corporation property, or property held in trust for public or charitable purposes :

Power to make a Burial-ground :

Power to relinquish any part of a work authorized by a former Act :

Power to divert into any intended cut, canal, reservoir aqueduct or navigation, or into any intended variation, extension or enlargement thereof respectively, any water from any existing cut, canal, reservoir, aqueduct or navigation, whether directly or derivatively, and whether under any agreement with the proprietors thereof, or otherwise :

Power to make, vary, extend or enlarge any cut, canal, reservoir, aqueduct or navigation :

Power to make, vary, extend or enlarge any Railway :

The said Declaration shall state which of such powers are given by the Bill, and shall indicate in which clauses of the Bill (referring to them by their number) such powers are given, and shall further state that the Bill does not give power to effect any of the objects enumerated in this Order, other than those stated in the Declaration.

If the proposed Bill shall not give power to effect any of the objects enumerated in the preceding Order, the said Declaration shall state that the Bill does not give power to effect any of such objects.

The said Declaration shall also state that the Bill does not give any powers, other than those included in the Notices for the Bill.

Examiners
of
Petitions
for
Private Bills.

34.

Other Documents re-
quired to be
deposited in
Private Bill
Office.

THAT on or before the Thirty-first day of December there be also deposited in the Private Bill Office, all Estimates, Copies of Subscription Contracts and Declarations, and Lists of Owners, Lessees and Occupiers, which are required by the Standing Orders of the House.

35.

Documents to
be deposited
in Private
Bill Office in
regard to
Joint Stock
Companies
Bills.

THAT as respects all Bills for the incorporation of Joint Stock Companies, or proposed Companies for carrying on any Trade or Business, or for conferring upon such Companies the power of suing and being sued, (such Bills being Bills of the First Class), there be deposited in the Private Bill Office, together with the Petition for the Bill, a copy of the Deed or Agreement of Partnership (if any) under which the Company or proposed Company is acting, or of the Subscription Contract (if any), and in all cases a declaration in writing stating the following matters:—

1st.—The present and proposed amount of the Capital of the Company.

2d.—The number of Shares, and the amount of each Share.

3d.—The number of Shares subscribed for.

4th.—The amount of Subscriptions paid up.

5th.—The names, residences and descriptions of the Shareholders or Subscribers (so far as the same can be made out), and of the actual or provisional Directors, Treasurers, Secretaries or other officer, if any.

And such documents shall be verified by the signature of some authorized officer of the Company or proposed Company (if any) and by some responsible party promoting the Bill.

36.

Copies of
Estimate,
Subscription
Contract, or of
Declaration,
&c., to be
printed, and
delivered in
Vote Office
and Private
Bill Office.

THAT previously to the deposit of a Petition for a Bill, copies of the Estimate of Expense of the Undertaking under such Bill, and of the Subscription Contract, if any, with the Names of the Subscribers arranged in alphabetical order, and the amount of the Deposit respectively paid up by each such Subscriber, and the total amount of such Subscriptions, and of the Sums so paid up; or where a Declaration alone, or Declaration and Estimate of the probable amount of Rates and Duties, are substituted for a Subscription Contract, copies of such Declaration, or of such Declaration and Estimate, be printed at the expense of the Promoters of the Bill, and be delivered at the Vote Office for the use of the Members of The House, and at the Private Bill Office for the use of any Agent who may apply for the same.

37. THAT

35.

The words " in all cases " have been introduced before " a declaration," at the end of the first paragraph.

37.

This Order has been verbally amended.

Examiners
of
Petitions
for
Private Bills.

Railways.

Copy of
Railway Bill
to be deposited
with Com-
missioners
of Railways.

37.

THAT a printed Copy of every Railway Bill shall be deposited in the Office of the Commissioners of Railways, on or before the 31st day of *December*.

38.

THAT no Deposit shall be deemed valid if made on a Sunday or Christmas Day, or before Eight o'clock in the forenoon, or after Eight o'clock in the afternoon of any day.

Deposit not
valid on
Sunday, &c.

4. *Form in which Plans, Books of Reference, Sections and Cross Sections shall be prepared.*

39.

Plans.

THAT the Plan required to be deposited in the case of all Bills of the Second Class shall be drawn to a scale of not less than *Four* inches to a Mile, and shall describe the line or situation of the whole of the Work (no alternative line or Work being in any case permitted), and the lands in or through which it is to be made, maintained, varied, extended or enlarged, or through which every communication to or from the Work shall be made; and where it is the intention of the Parties to apply for powers to make any lateral deviation from the line of the proposed Work, the limits of such deviation shall be defined upon the Plan, and all Lands included within such limits shall be marked thereon; and unless the whole of such Plan shall be upon a scale of not less than a *quarter* of an *inch* to every 100 feet, an enlarged Plan shall be added of any Building, Yard, Court-Yard or Land within the curtilage of any Building, or of any Ground cultivated as a Garden, either in the line of the proposed work or included within the limits of the said deviation, upon a scale of not less than a *quarter* of an *inch* to every 100 feet. (See Fig. 3.)

Description
of Plans.

Lands within
Deviation to
be on Plan.

Buildings, &c.
on enlarged
Scale.

40.

THAT in all cases where it is proposed to make, vary, extend or enlarge any Cut, Canal, Reservoir, Aqueduct or Navigation, the Plan shall describe the Brooks and Streams to be directly diverted into such intended Cut, Canal, Reservoir, Aqueduct or Navigation, or into any variation, extension or enlargement thereof respectively, for supplying the same with Water.

Cuts, Canals,
&c.

Plan to de-
scribe Brooks,
&c. to be di-
verted.

Examiners
of
Petitions
for
Private Bills.

41.

Distances to
be marked
in Miles and
Furlongs, and
memorandum
of Curves and
Tunnelling.

THAT in all cases where it is proposed to make, vary, extend, or enlarge any Railway, the Plan shall exhibit thereon the distances in miles and furlongs, from one of the termini; and a memorandum of the radius of every curve not exceeding One Mile in length shall be noted on the Plan in furlongs and chains; and where tunnelling as a substitute for open cutting is intended, such tunnelling shall be marked by a dotted line on the Plan.

42.

Diversion and
widening or
narrowing of
Roads, &c. to
be shown.

THAT if it be intended to divert, widen or narrow any Turnpike Road, Public Carriage Road, Navigable River, Canal or Railway, the course of such diversion, and the extent of such widening or narrowing, shall be marked upon the Plan.

43.

Book of Reference.

Contents of
Book of
Reference.

THAT the Book of Reference to every such Plan shall contain the names of the Owners or Reputed Owners, Lessees or Reputed Lessees, and Occupiers of all Lands and Houses in the Line of the proposed Work, or within the limits of deviation as defined upon the Plan, and shall describe such Lands and Houses respectively.

Sections.

44.

Section to be
drawn to a
scale of not
less than one
inch to every
100 feet.

THAT the Section be drawn to the same horizontal scale as the Plan, and to a vertical scale of not less than *one inch* to every 100 feet, and shall show the surface of the ground marked on the Plan, the intended level of the proposed Work, the height of every Embankment and the depth of every Cutting, and a datum horizontal line, which shall be the same throughout the whole length of the Work, or any Branch thereof respectively, and shall be referred to some fixed point (stated in writing on the section), near some portion of such Work, and in the case of a Canal, Cut, Navigation, Turnpike or other Carriage-road or Railway, near either of the Termini. (*Sec* Line D. D., Fig. 2.)

45.

Navigations.

Section to
specify level
of both banks.

THAT in cases of Bills for improving the Navigation of any River, there shall be a Section which shall specify the Levels of both Banks of such River; and where any alteration is intended to be made therein, it shall describe the same by Feet and Inches, or decimal parts of a foot.

46. THAT

42.

After "divert," the words "widen or narrow," and after "diversion," the words "and the extent of such widening or narrowing," have been introduced.

49.

Before " level " the word " water " ; after " level " the words " of any canal ; " after " or " the words " in the level or " ; before " Road or Railway " the word " Canal " ; and after " inclination " the words " of such Road or Railway " have been introduced.

46.

THAT in every Section of a Railway, the Line of the Railway marked thereon shall correspond with the upper surface of the rails. (See line S. S. Fig. 2.)

Railways.

Line of Railway on Section to correspond with upper surface of Rails.

47.

THAT distances on the Datum Line shall be marked in miles and furlongs, to correspond with those on the Plan; that a vertical measure from the Datum Line to the Line of the Railway shall be marked in feet and inches, or decimal parts of a foot, at each change of the gradient or inclination; and that the proportion or rate of inclination between each such change shall also be marked.

Vertical measures to be marked at change of gradient.

48.

THAT wherever the line of the Railway is intended to cross any turnpike-road, public carriage-road, navigable River, Canal or Railway, the height of the Railway over or depth under the surface thereof, and the height and span of every Arch of all Bridges and Viaducts, by which the Railway will be carried over the same, shall be marked in figures at every crossing thereof; and where the Railway will be carried across any such turnpike-road, public carriage-road or Railway, on the level thereof, such crossing shall be so described on the Section; and it shall also be stated if such level will be unaltered.

Height of Railway over, or depth under surface of Roads, &c. to be marked, and Bridges and Level Crossings.

49.

THAT if any alteration be intended in the water level of any Canal, or in the level or rate of inclination of any turnpike-road, public carriage-road, or Railway, which will be crossed by the line of Railway, then the same shall be stated on the said Section, and each alteration shall be numbered; and Cross Sections, in reference to the said numbers, on a horizontal scale of not less than one inch to every 330 feet, and on a vertical scale of not less than one inch to every 40 feet, shall be added, which shall show the present surface of such Canal, Road or Railway, and the intended surface thereof when altered; and the average, and also the greatest, of the present and intended rates of inclination of such Road or Railway shall also be marked in figures thereon. (See Fig. 4.)

Cross Sections of Canals, Roads, &c. crossed by the Railway when level, or rate of inclination altered.

50.

THAT wherever the extreme height of any embankment, or the extreme depth of any cutting shall exceed Five Feet, the extreme height over or depth under the surface of the ground shall be marked in figures upon the Section; and if any Bridge or Viaduct of more than three arches shall intervene in any Embankment, or if any Tunnel shall intervene in any Cutting, the extreme height or depth shall be marked in figures on each of the parts into which such Embankment or Cutting shall be divided by such Bridge, Viaduct or Tunnel.

Embankments and Cuttings.

51.

Tunnelling
and Viaduct
to be marked.

THAT where tunnelling, as a substitute for open cutting, or a viaduct as a substitute for solid embankment, is intended, the same shall be marked on the Section.

5. *Estimates and Subscription Contracts or Declarations in lieu of Subscription Contracts; and Deposit of Money in certain cases.*

52.

Estimate and
Subscription
Contract in
Bills of the
Second Class.

THAT an Estimate of the Expense of the Undertaking under each Bill of the Second Class be made and signed by the person making the same, and that a Subscription be entered into under a Contract, made as hereinafter described, to *three-fourths* the amount of such Estimate. (See as to depositing Estimate and Subscription Contract in Private Bill Office, No. 34.)

53.

Contract
to contain
Christian and
Surnames of
Parties.

THAT every Subscription Contract contain the Christian Names and Surnames, Description and Place of Abode of every Subscriber; his Signature to the amount of his Subscription, with the amount which he has paid up; and the Name of the Party witnessing such Signature, and the date of the same respectively; and the legal description and seal of any corporate body being a party to such contract; and the total amount of such Subscriptions, and of the sums so paid up.

54.

Not valid un-
less entered
into subse-
quent to close
of previous
Session.

THAT no Subscription Contract shall be valid, excepting in the case of Railway Bills, (for which see Order 55), unless it be entered into subsequent to the close of the Session of Parliament previous to that in which application is made for leave to bring in the Bill to which it relates, and unless the Parties subscribing to it bind themselves, their Heirs, Executors and Administrators, for the Payment of the Money so subscribed, to be recoverable by action at law.

55.

Subscription
Contract not
valid, unless
entered into
subsequent
to the com-
mencement of
previous
Session.

THAT as regards Railway Bills, no Subscription Contract shall be valid, unless it be entered into subsequent to the commencement of the Session of Parliament previous to that in which application is made for leave to bring in the Bill to which it relates, and unless the parties subscribing to it bind themselves, their heirs, executors and administrators, for the payment of the money so subscribed, to be recoverable by action at law.

56. THAT

56.

THAT in all cases of application to Parliament by existing Railway Companies, for powers to raise additional capital for the purpose of constructing Branches or Extensions, or other new works, or of contributing towards the expense of constructing other Lines of Railways or Works, a Subscription Contract shall be entered into for Three-fourths of such additional Capital as may be required for these purposes, beyond the Capital authorized to be raised for the existing Lines, whether the Bill be of the first or second class; and deposits shall be duly paid thereon as hereinafter required. (See No. 60.)

Railways.

Subscription
Contracts,
existing
Railway
Companies.

57.

THAT where the Work is to be made, wholly or in part, by means of Funds, or out of Money to be raised upon the credit of present Surplus Revenue, belonging to any Society or Company, or under the control of Directors, Trustees, or Commissioners, as the case may be, of any existing Public Work, such parties being the Promoters of the Bill, a Declaration stating those facts, and setting forth the nature of such control, and the nature and amount of such Funds or Surplus Revenue, and showing the actual Surplus of such Funds or Revenue, after deducting the Funds which may be required for any other Work to be executed under any Bill in the same Session, and given under the common seal of the Society or Company, or under the hand of some authorized Officer of such Directors, Trustees or Commissioners, may be deposited in lieu or in aid of the Subscription Contract, and in addition to the Estimate of the Expense, provided such Funds shall be not less than the whole amount of the Estimate, or the portion thereof not provided for by a Subscription Contract. (See as to depositing Subscription Contracts in Private Bill Office, No. 34.)

Cases wherein
Declaration
may be deposited
in lieu
or in aid of
Subscription
Contract.

58.

THAT in cases where the Work is to be made out of Money to be raised upon the Security of the Rates, Duties or Revenue to be created by or to arise under any Bill, under which no private or personal pecuniary profit or advantage is to be derived, a Declaration stating those facts, and setting forth the means by which Funds are to be obtained for executing the Work, and signed by the Party or Agent soliciting the Bill, together with an Estimate of the probable amount of such Rates, Duties or Revenue, signed by the Person making the same, may be substituted for the Subscription Contract, and in addition to the Estimate of the Expense. (See as to depositing Estimate and Subscription Contract in Private Bill Office, No. 34.)

Cases wherein
Declaration
and Estimate
of Amount of
Rates may be
substituted
for Subscription
Contract.

Deposit of Money.

59.

THAT, excepting in the case of a Railway Bill (for which see Order 60) a sum not less than *One-twentieth* part of the amount subscribed shall, previously to the 15th day of January, be deposited with the Court of Chancery in *England*, if the Work is intended to be done in *England*, or with the Court of Chancery

One-twentieth
part
of amount
subscribed to
be deposited.

of
Petitions
for
Private Bills.

—

in *England* or the Court of Exchequer in *Scotland*, if such Work is intended to be done in *Scotland*, and with the Court of Chancery in *Ireland*, if such Work is intended to be done in *Ireland*.
(*Vide* Appendix C.)

Railways.

—
One-tenth
part of
Amount
subscribed
to be
deposited.

60.

THAT in the case of Railway Bills, a sum not less than One-tenth part of the amount subscribed shall, previously to the 15th day of January, be deposited with the Court of Chancery in England, if the Railway is intended to be made in England; or with the Court of Chancery in England or the Court of Exchequer in Scotland, if such Railway is intended to be made in Scotland; and with the Court of Chancery in Ireland, if such Railway is intended to be made in Ireland.

4.

IV. 496
Proceedings
of Examiners,
of Chairman
of Committee
of Ways
and Means,
and of Com-
mittees.

IV.
PROCEEDINGS OF EXAMINERS,
OF CHAIRMAN OF COMMITTEE OF
WAYS AND MEANS,
AND OF COMMITTEES.

IV.

PROCEEDINGS OF EXAMINERS, OF CHAIRMAN OF COMMITTEE OF WAYS AND MEANS, AND OF COMMITTEES.

PROCEEDINGS OF THE EXAMINERS OF PETITIONS FOR
PRIVATE BILLS.

61.

THAT the Examination of the Petitions for Private Bills which shall have been duly deposited in the Private Bill Office, shall commence on the 25th day of January, in such order and according to such regulations as shall have been made by Mr. Speaker.

When Examination of Petitions to commence.

62.

THAT one of the Examiners shall give at least Seven clear Days' Notice in the Private Bill Office of the day appointed for the Examination of each Petition which shall have been duly deposited in the Private Bill Office; and in case the promoters shall not appear at the time when the Petition shall come on to be heard, the Examiner to whom the case shall have been allotted, shall strike the Petition off the General List of Petitions, and shall not re-insert the same, except by order of the House.

Notice to be given by one of the Examiners of day appointed for Examination.

63.

THAT any parties shall be entitled to appear and to be heard, by themselves, their agents and witnesses, upon a Memorial addressed to the Examiner, complaining of a non-compliance with the Standing Orders, provided the matter complained of be specifically stated in such Memorial, and the party (if any) who may be specially affected by the non-compliance with the Standing Orders have signed such Memorial, and such Memorial have been duly deposited in the Private Bill Office. (See Order 185.)

Memorials complaining of non-compliance.

64.

THAT the Examiner may admit Affidavits in proof of the compliance with the Standing Orders of The House, unless in any case he shall require further evidence; and that such Affidavit shall be sworn, if in England, before a Justice of the Peace; if in Scotland, before any Sheriff Depute or his Substitute; and if in Ireland, before any Judge or Assistant Barrister of that part of the United Kingdom.

Proof by Affidavit.

65.

THAT the Examiner shall certify by indorsement on each Petition which shall have been duly deposited in the Private Bill Office, whether the Standing Orders have or have not been complied with; and, when they have not been complied with, he shall also report to the House, the facts upon which his decision is founded, and any special circumstances connected with the case.

Examiner to indorse Petition, and when Standing Orders not complied with, to report.

66.

To report in
all cases of
Petitions for
additional
provision in
Private Bills,
&c.

THAT in all cases of Petitions for additional provision in Private Bills and of Estate Bills brought from the House of Lords, and of Bills introduced by leave of this House in lieu of other Bills which shall have been withdrawn, and referred to the Examiner, the Examiner shall give at least Two clear Days' notice of the day on which the same will be examined; and he shall report to the House whether the Standing Orders have or have not been complied with; and, when they have not been complied with, the facts upon which his decision is founded, and any special circumstances connected with the case.

67.

Special Report
in certain
cases.

THAT in case the Examiner shall feel doubts as to the due construction of any Standing Order in its application to a particular case, he shall make a Special Report of the facts to the House, without deciding whether the Standing Order has or has not been complied with; and in such case he shall indorse the Petition with the words "Special Report," either alone, or if non-compliances with other Standing Orders shall have been proved, in addition to the words "Standing Orders not complied with."

PROCEEDINGS OF, AND IN RELATION TO, THE CHAIRMAN OF
THE COMMITTEE OF WAYS AND MEANS.

Proceedings
of
Chairman of
Ways and
Means.

68.

THAT the Chairman of the Committee of Ways and Means do examine all Private Bills, whether opposed or unopposed, and do call the attention of The House to all points relating thereto which may appear to him to require it; and that Copies of all such Bills be laid by the Agent before the said Chairman.

Chairman of
Ways and
Means to
examine all
Private Bills,
&c.

69.

THAT Three clear Days at least before the First Meeting of the Committee on any Private Bill, there be laid before the Chairman of the Committee of Ways and Means, by the Agent, a Copy of every such Bill as proposed to be submitted to the Committee, and that such Bill be signed by the Agent for the same.

Copy of Bill
as proposed to
be submitted
to Committee,
to be laid
before
Chairman of
Ways and
Means, &c.

70.

THAT the Chairman of the Committee of Ways and Means shall be at liberty, at any period after any unopposed Private Bill shall have been referred to him and the other Members of the Committee thereon, to report to The House any special circumstances relative thereto, or to inform The House that in his opinion such Bill should be treated as an opposed Private Bill.

Power to
Chairman to
report special
circum-
stances, &c.
to The House.

71.

THAT Three clear Days at least before the consideration of the Report of any Private Bill, a Copy of every such Bill as amended in Committee, excepting in the cases wherein the Committee shall have reported the Amendments to be merely verbal or literal, be laid by the Agent before the Chairman of the Committee of Ways and Means.

Copy of Bill
as amended
in Committee
to be laid
before Chair-
man of Ways
and Means.

72.

That a Breviate of the Amendments made in every Committee on a Private Bill, except in the cases wherein the Committee shall have reported the Amendments to be merely verbal or literal, be laid before the Chairman of the Committee of Ways and Means One clear Day previous to the consideration of the Report of such Bill.

Breviate of
Amendments,
except in
certain cases,
to be laid
before Chair-
man of Ways
and Means.

73.

THAT on or before the further consideration of the Report of every Railway Bill, the Chairman of the Committee of Ways and Means shall inform The House, or signify in writing to Mr. Speaker, whether the Bill contain the several provisions required by the Standing Orders.

On further
consideration
of Report
of Railway
Bill, Chair-
man of Ways
and Means to
acquaint
The House
if Orders
have been
observed.

525.

74. THAT

74.

Clause or
Amendment
on consi-
deration of
Report, or on
Third Read-
ing, to be
submitted to
Chairman of
Ways and
Means, &c.

THAT when it is intended to bring up any Clause, or to propose any Amendment on the consideration of the Report, or on the Third Reading of any Private Bill, the same be submitted by the Agent to the Chairman of the Committee of Ways and Means, on the day on which notice is given thereof in the Private Bill Office ; and the said Chairman shall inform The House, or signify in writing to Mr. Speaker, whether such Clause or Amendment be such as ought or ought not to be entertained by The House, without referring the same to the Select Committee on Standing Orders.

75.

Copy of
Amendments
by House of
Lords, and of
proposed
Amendments
thereto, to be
laid before
Chairman of
Ways and
Means.

THAT a Copy of all Amendments made in The House of Lords to any Private Bill, and of all Amendments to such Amendments intended to be proposed in this House, be laid by the Agent before the Chairman of the Committee of Ways and Means, before Two o'Clock on the day previous to that on which the same are respectively appointed for consideration by The House.

80.

This Order has been verbally amended.

PROCEEDINGS OF THE SELECT COMMITTEE ON STANDING
ORDERS.

76.

THAT when any Report of the Examiner of Petitions for Private Bills, in which he shall report that the Standing Orders have not been complied with, shall have been referred to the Select Committee on Standing Orders, they shall report to The House whether such Standing Orders ought or ought not to be dispensed with, and whether in their opinion the parties should be permitted to proceed with their Bill, or any portion thereof, and under what (if any) conditions.

To report whether Standing Orders ought or ought not to be dispensed with.

77.

THAT when any Special Report from the Examiner of Petitions as to the construction of a Standing Order shall have been referred to the Select Committee on Standing Orders, they shall determine, according to their construction of the Standing Order, and on the facts stated in such Report, whether the Standing Orders have or have not been complied with, and they shall then either report to the House that the Standing Orders have been complied with, or shall proceed to consider the question of dispensing with the Standing Orders, as the case may be.

Proceeding in case of Special Report.

78.

THAT when any Petition praying that any of the Sessional or Standing Orders of The House relating to Private Bills may be dispensed with, shall have been referred to the Select Committee on Standing Orders, they shall report to The House whether such Sessional or Standing Orders ought or ought not to be dispensed with.

To report whether Sessional or Standing Order ought or ought not to be dispensed with.

79.

THAT when any Petition for the re-insertion of any Petition for a Private Bill in the General List of Petitions shall have been referred to the Select Committee on Standing Orders, they shall report to the House whether in their opinion such Petition ought or ought not to be re-inserted, and, if re-inserted, under what (if any) conditions.

To report whether Petition ought or ought not to be re-inserted in the General List.

80.

THAT when any Clause or Amendment proposed in any Private Bill, on the consideration of the Report thereof, shall have been referred to the Select Committee on Standing Orders, they shall report to The House whether such Clause or Amendment should be adopted by The House or not, or whether the Bill should be re-committed.

To report whether Clause or Amendment on consideration of Report should be adopted by House or not, or whether Bill should be re-committed.

of
Standing
Orders
Committee.

81.

To report
whether
Clause
or Amend-
ment on
Third Read-
ing ought or
ought not to
be adopted
by House at
that stage.

THAT when any Clause or Amendment proposed in any Private Bill on the Third Reading shall have been referred to the Select Committee on Standing Orders, they shall report to The House whether such Clause or Amendment ought or ought not to be adopted by The House at that stage.

83.

Instead of " shall," the words " may, if they think fit ", and instead of "Railway Bills," the words " Private Bills" have been introduced.

84.

This Order has been substituted for the former Order 84.

PROCEEDINGS OF THE COMMITTEE OF SELECTION.

82.

THAT printed copies of all Private Bills be laid before the Committee of Selection, by the parties promoting the same, at the first Meeting of the said Committee which shall be held after the 10th of January in each Year.

Printed
Copies of
Bills to be
laid before
Committee of
Selection.

83.

THAT the Committee of Selection may, if they think fit, form into Groups all Private Bills which, in their opinion, it may be expedient to submit to the same Committee, and shall report the same to The House.

Committee of
Selection to
group Private
Bills.

84.

THAT in all cases of Groups of Bills, the Committee of Selection shall name the Bill or Bills which shall be taken into consideration on the first day of the Meeting of the Committee.

To name Bill
or Bills to be
considered on
the first day.

85.

THAT the Committee of Selection shall refer every Railway Bill, except as hereinafter provided, and every Group of such Bills, to a Chairman and Four Members, not locally or otherwise interested therein.

Railway Bills
to be referred
to a Chair-
man and Four
Members.

86.

THAT the Committee of Selection shall consider no Bill as an opposed Private Bill, unless at any time not later than Seven clear Days after the Second Reading thereof a Petition shall have been presented against it, in which the Petitioner or Petitioners shall have prayed to be heard, by themselves, their Counsel or Agents, or unless, where no such Petition shall have been presented, the Chairman of the Committee of Ways and Means shall have reported to The House that in his opinion any Bill ought to be so treated.

What Bills
not to be
considered
opposed.

87.

THAT the Committee of Selection shall refer every opposed Private Bill which shall have been referred to them, or any Group of such Bills, not being Railway Bills, to a Chairman and Four Members, not locally or otherwise interested therein; and if such Bill or Group shall specially relate to any one County, Division of a County, or Parliamentary Borough, the Committee of Selection shall add the Member or Members representing the same; and if such Bill or Group shall relate to more than one county, division of a county, or Parliamentary borough, the Committee of Selection shall add so many of the Members representing the same as they shall think fit to select; provided, that the

Constitution
of Com-
mittees on
opposed Private
Bills.

Members

Committee
of
Selection.

Members so selected and added, in respect of local representation, shall not, in the case of any one Bill, whether committed singly or in a Group, exceed Four, and that the Committee of Selection shall name the Bill or Bills in respect of which each such Member is added, and on which alone he shall serve.

88.

Constitution
of Com-
mittees on
unopposed
Private Bills.

THAT the Committee of Selection shall refer every unopposed Private Bill, which shall have been referred to them, not being a Railway Bill, and every unopposed Railway Bill which shall not have been placed in any Group, or shall have been subsequently withdrawn from any Group, to the Chairman of the Committee of Ways and Means, together with one of the Members ordered to prepare and bring in the same, and one other Member not locally interested therein if the Bill shall have originated in this House; and if the Bill shall have been brought from The House of Lords, to the Chairman of the Committee of Ways and Means, together with Two other Members, of whom one at least shall not be locally or otherwise interested therein.

89.

Committee of
Selection to
give notice to
Members.

THAT the Committee of Selection shall give each Member not less than Fourteen Days' notice, by publication in the Votes or otherwise, of the week in which it will be necessary for him to be in attendance for the purpose of serving, if required, as a Member of a Committee on a Railway Bill, or as a Member, not locally or otherwise interested, of a Committee on a Private Bill.

90.

Notice of
Appointment
and Decla-
ration to be
transmitted
to Members.

THAT the Committee of Selection shall give to each Member sufficient Notice of his appointment as a Member of a Committee on any Private Bill, or Group of such Bills, and, in every case where a declaration is required to be signed and returned by such Member, shall transmit to him a blank form of the Declaration required, with a request that it may forthwith be returned properly filled up and signed.

91.

Members
returning no
answer to be
reported.

THAT the Committee of Selection shall report to The House the name of every Member, not having been added in respect of local representation, from whom they shall not have received in due time such Declaration, so filled up and signed, or, in lieu thereof, an excuse which they shall deem sufficient.

92.

One Member
may be sub-
stituted for
another.

THAT the Committee of Selection shall have the power of substituting, at any time, before the first meeting of a Committee, another Member for any Member whom they shall deem it proper to excuse from serving on that Committee.

93. THAT

88.

This Order has been verbally amended.

90.

This Order has been amended so as to require a Notice of his Appointment to be sent to *every* Member of a Committee on a Private Bill.

91.

Instead of "any such" the word "every," and after "Member" the words "not having been added in respect of local representation," have been introduced.

93.

After " Order," the words " that there be Fourteen clear days " have been omitted ; and the words " in regard to the interval " have been introduced.

93.

THAT the Committee of Selection shall, subject to the order in regard to the interval between the Second Reading of every Private Bill and the Sitting of the Committee thereupon, fix the time for holding the *First Sitting* of every Committee on a Private Bill referred to them.

Committee of
Selection to
appoint First
Sitting of
Committee.

94.

THAT the Committee of Selection have power, in the execution of their duties, to send for Persons, Papers and Records.

Committee of
Selection to
send for
persons, &c.

96.

That part of this Order which required the Member added in respect of local representation to return the Declaration signed, to the Clerk of the Committee of Selection, within a certain time, has been omitted ; and the Order has been further amended so as to require the Declaration to be signed at any time before the Chairman shall take the Chair.

PROCEEDINGS OF COMMITTEES ON OPPOSED BILLS.

95.

THAT each Member of a Committee on a Railway Bill, or group of such Bills, and each of the Five Members, not locally or otherwise interested, of a Committee on an opposed Private Bill, or group of such Bills, shall, before he be entitled to attend and vote on such Committee, sign the following Declaration :

Declaration
of Members
not locally
interested.

I do hereby declare, That my constituents have no local interest, and that I have no personal interest, in such Bill ; and that I will never vote on any question which may arise without having duly heard and attended to the Evidence relating thereto.

And no such Committee on a Railway, or other Private Bill, shall proceed to business until the said Declaration shall have been so signed by each of such Members.

96.

THAT no Member who shall have been added, in respect of local representation, to a Committee on any opposed Private Bill, or group of such Bills, shall be entitled to attend and vote on such Committee, unless he shall have signed the following Declaration before the Chairman shall take the Chair :

Declaration
of Members
locally inter-
ested.

I, A. B., do hereby declare, That I will never vote on any question which may arise without having duly heard and attended to the Evidence relating thereto.

97.

THAT Committees shall be allowed to proceed if Three of the Five Members, not locally or otherwise interested, shall be present, but not with a less number, unless by special leave of the House.

Quorum
to be always
present.

98.

THAT so soon after the expiration of *Ten Minutes* after the time appointed for the first sitting of a Committee on an opposed Private Bill, not being a Railway Bill, as there shall be present at least *Three* of the *Five* Members appointed, as not being locally or otherwise interested therein, to serve on such Committee, provided that all the said *Five* Members shall have duly signed and delivered in the Declaration as hereinbefore provided, the Chairman shall proceed to take the Chair of the Committee.

When Pro-
ceedings of
Committee to
commence.

Members not
to absent
themselves.

99.

THAT no Member of a Railway Committee, nor any of the Five Members, not locally or otherwise interested, of the Committee on any other Private Bill, shall absent himself from his duties thereon, except in the case of sickness, or by order of The House.

99 a.

Committee on
Group to con-
sider that Bill
first which
Committee of
Selection shall
have named, and
to appoint day
for consideration
of remaining
Bills, of which
Clerk of Com-
mittee to give
Notice.

THAT the Committee on each Group of Bills shall take that Bill first into consideration which shall have been named by the Committee of Selection; and the Committee on the Group shall, from time to time, appoint the day on which they will enter upon the consideration of each of the remaining Bills in the Group, and on which they will require the parties severally promoting or opposing the same to enter appearances; and that Two clear Days' notice, at the least, of such determination, shall be sent by the Clerk attending the Committee to the Clerks in the Private Bill Office; and in case the Committee shall postpone the consideration of any Bill, the like notice shall be given of such postponement.

100.

Course of
proceeding to
be decided by
Members not
locally inter-
ested.

THAT all questions before Committees on Groups of Private Bills not being Railway Bills, relating to the course of proceeding, or to the order in which the Bills referred to the Committee shall be considered, shall be decided by the Members not locally or otherwise interested.

101.

Questions to
be decided by
majority of
voices.

THAT all questions before Committees on Private Bills shall be decided by a majority of voices, including the voice of the Chairman; and whenever the voices are equal, the Chairman shall have a second or casting vote.

102.

When Chair-
man absent.

THAT, if the Chairman shall be absent from the Committee, the Member next in rotation on the List of Members not locally or otherwise interested in the Bill or Bills referred to them, who shall be present, shall act as Chairman.

103.

Proceedings to
be suspended
if Quorum not
present.

THAT if at any time during the sitting of any Committee *Three* at least of the Members, not locally or otherwise interested, shall not be present, the Chairman of the Committee shall suspend the proceedings of such Committee until *Three* at least shall be present; and that if at the expiration of *One Hour* from the

99 a.

This is a new Order.

107.

The word "duly" has been omitted before "deposited."

the time fixed for the meeting of the Committee, or from the time when the Chairman shall so have suspended the proceedings of such Committee, *Three* such Members shall not be present, the Committee shall be adjourned to the next day on which the House shall sit, and then shall meet at the hour on which such Committee would have sat, had no such adjournment taken place.

104.

THAT if any of the Five Members not locally or otherwise interested shall not be present within One Hour after the time appointed for the meeting of the Committee, or if any such Member shall absent himself from his duties on such Committee, every such Member shall be reported to The House at its next sitting.

Members
absent to be
reported to
The House.

105.

THAT if at any time after the Committee on a Bill shall have been formed, a Quorum of Members required by the Standing Orders cannot attend in consequence of any of the Members who shall have duly qualified to serve on such Committee having become incompetent to continue such service by having been placed on an Election Committee, or by death or otherwise, the Chairman shall report the circumstances of the case to The House, in order that such measures may be taken by The House as shall enable the Members still remaining on the Committee to proceed with the business referred to such Committee, or as the exigency of the case may require.

Absence of
Quorum by
Death or
otherwise to
be reported.

106.

THAT no Petition against a Private Bill be taken into consideration by the Committee on such Bill, which shall not distinctly specify the ground on which the Petitioners object to any of the provisions thereof; and that the Petitioners be only heard on such grounds so stated; and if it shall appear to the said Committee, that such grounds are not specified with sufficient accuracy, the Committee may direct that there be given in to the Committee a more specific Statement, in writing, but limited to such grounds of Objection so inaccurately specified.

Petition
against Bill
not to be con-
sidered except
grounds of
objection
sufficiently
specified.

107.

THAT no Petitioners against any Private Bill shall be heard before the Committee on the Bill, unless their Petition shall have been prepared and signed in strict conformity with the Rules and Orders of this House, and shall have been presented to this House by having been deposited in the Private Bill Office, not later than *Seven* clear *Days* after the Second Reading of such Bill, except where the Petitioners shall complain of any matter which may have arisen during the progress of the Bill before the said Committee.

Petitioners
against Bill
not to be
heard, unless
Petition pre-
sented not
later than
Seven clear
Days after Se-
cond Reading,
&c.

108.

When op-
posed Bills
may be
treated as un-
opposed.

THAT in all cases of opposed Private Bills, other than Railway Bills, in which no parties shall have appeared on the Petitions against such Bills, or having appeared shall have withdrawn their opposition before the evidence of the Promoters shall have been commenced, the Committees on such Bills shall forthwith refer them back, with a statement of the facts, to the Committee of Selection, who shall deal with them as unopposed Bills; and in all cases of Railway Bills which shall have been included in Groups, although not opposed, or having been opposed, shall have become unopposed, in the manner hereinbefore described, it shall be permitted to the Committees on the Groups to refer such Bills back, if they shall so think fit, to the Committee of Selection, who shall deal with them as unopposed Bills as aforesaid.

PROCEEDINGS of, and in Relation to, COMMITTEES ON BILLS,
whether OPPOSED or UNOPPOSED.

109.

THAT at the first Meeting of the Committee, Copies of the Bill, as proposed to be submitted to them, and signed by the Agent, be laid by him before each Member of the Committee.

Filled-up
Copies of Bill
to be laid
before each
Member.

110.

THAT the Names of the Members attending each Committee be entered by the Clerk on the Minutes of the Committee; and if any Division shall take place in the Committee, the Clerk do take down the Names of Members voting in any such Division, distinguishing on which side of the question they respectively vote, and that such Lists be given in with the Report to The House.

Names of
Members to
be entered on
Minutes.

111.

THAT no Committee shall have power to examine into the compliance or non-compliance with such Standing Orders as are directed to be proved before the Examiner of Petitions for Private Bills, unless by special order of The House.

Committee on
Bill not to
inquire into
certain Stand-
ing Orders.

112.

THAT the Committee on any Private Bill may admit affidavits in proof of the compliance with such Standing Orders of the House as are directed to be proved before them, unless in any case they shall require further evidence; and that such affidavits shall be sworn, if in England, before a Justice of the Peace; if in Scotland, before any Sheriff-depute or his substitute; and if in Ireland, before any Judge or Assistant Barrister of that part of the United Kingdom.

Committee
may admit
affidavits in
proof of com-
pliance with
Standing
Orders.

113.

THAT the Committee may admit proof of the Consents of Parties concerned in interest in any Private Bill, by Affidavits, sworn as aforesaid, or by the Certificate in writing of such Parties, whose Signatures to such Certificate shall be proved by one or more Witnesses, unless the Committee shall require further Evidence.

Consents,
how to be
proved.

114.

THAT in all Bills presented to The House for carrying on any Work by means of a Company, Commissioners or Trustees, Provision be made for compelling Persons who have subscribed any Money towards carrying any such Work into execution, to make payment of the Sums severally subscribed by them.

Clause com-
pelling pay-
ment of Sub-
scriptions.

on
the Bill.

115.

Provision to be made in Bills by which Tolls &c. are to be levied.

THAT in all Bills whereby any Parties are authorized to levy Fees, Tolls or other Rate or Charge, Clauses be inserted, providing for the following objects, except in so far as any of such objects shall have been provided for in some general Act applicable to the subject-matter of the Bill:—

Security to be taken from Treasurer, &c.

That security be taken from the Treasurer, Collector, or Receiver, and every other officer entrusted with the collection or custody of monies under the Bill, for the faithful execution of his office.

Accounts to be kept.

That full and accurate Accounts be kept of all monies received and expended under the provisions of the Bill, and that such Accounts be balanced once in each year at the least.

Accounts to be audited.

That such Accounts be duly audited once in each year at the least, and that for such purpose an Auditor or Auditors be appointed by some person or persons not immediately connected with the Commissioners, Directors, Trustees, or other party, by whom, or by whose direction or authority, such Fees, Tolls, Rates or Charges shall be levied.

Accounts, Vouchers, &c., to be produced to Auditors.

That for the purpose of auditing such Accounts, the Commissioners, Directors, Trustees or other such party as aforesaid be required to cause the Accounts, together with all their Books and Vouchers, to be produced to the Auditors.

Remuneration to Auditors.

That the remuneration of the Auditor, and his expenses, be defrayed out of the funds levied under the Bill.

Abstract of Account to be annually transmitted to Clerk of Peace.

That an annual Account, in abstract, be prepared of the total Receipts and Expenditure of all funds levied under such Bill for the past year, under the several distinct heads of Receipts and Expenditure, with a Statement of the Balance of the said Account duly audited and certified by the Chairman of the Commissioners, Directors, Trustees or other parties aforesaid, and also by the Auditors thereof; and that a copy of such annual Account be transmitted, free of charge, to the Clerk of the Peace (or in Scotland to the Sheriff Clerk) for the County, or to the Clerk of the City or Borough within which the chief Office for the management of such funds shall be situated, on or before the *Thirty-first* day of *January* in each year, under a sufficient Penalty for not preparing and sending in the said Account, to be levied by summary process; the said Account to be open at all seasonable hours to the inspection of the Public upon payment of a Fee.

116.

Level of Roads.

THAT where the level of any Road shall be altered in making any Public Work, the ascent of any Turnpike Road, or of any Road in Ireland so defined in the Railway Clauses Consolidation Act, 1845, shall not be more than one foot in 30 feet, and of any other public Carriage Road not more than one foot in 20 feet; and that a good and sufficient fence, of four feet high at the least, shall be made on each side of every Bridge which shall be erected.

Fence to Bridge.

117. THAT

525

117.

THAT every Plan, and Book of Reference thereto, which shall be produced in evidence before the Committee upon any Private Bill (whether the same shall have been previously lodged in the Private Bill Office, or not,) shall be signed by the Chairman of such Committee with his Name at length; and he shall also mark with the Initials of his Name every Alteration of such Plan and Book of Reference, which shall be agreed upon by the said Committee; and every such Plan and Book of Reference shall thereafter be deposited in the Private Bill Office.

Plan, &c., to
be signed by
Chairman.

118.

THAT the Chairman of the Committee do sign, with his Name at length, a printed Copy of the Bill (to be called the Committee Bill) on which the Amendments are to be fairly written; and also sign, with the Initials of his Name, the several Clauses added in the Committee.

Committee
Bill and
Clauses to be
signed by
Chairman.

119.

THAT the Chairman of the Committee shall report to The House, that the Allegations of the Bill have been examined; and whether the Parties concerned have given their Consent (where such Consent is required by the Standing Orders) to the satisfaction of the Committee.

Chairman to
report on
allegations of
Bill, &c.

120.

THAT the Chairman of the Committee shall report the Bill to The House, whether the Committee shall or shall not have agreed to the Preamble, or gone through the several Clauses, or any of them; or where the parties shall have acquainted the Committee that it is not their intention to proceed with the Bill; and when any alteration shall have been made in the Preamble of the Bill, such alteration, together with the ground of making it, shall be specially stated in the Report.

Chairman
to report Bill
in all cases.

121.

THAT the Minutes of the Committee on every Private Bill be brought up and laid on the Table of The House, with the Report of the Bill.

Minutes of
Committee.

Railway Bills.

122.

THAT in the case of a Railway Bill, no Company shall be authorized to raise, by Loan or Mortgage, a larger sum than *One-third* of their capital; and that, until *Fifty per cent.* on the whole of the capital shall have been paid up, it shall not be in the power of the Company to raise any Money by Loan or Mortgage.

Railway Bills.
Restrictions
as to Mort-
gage.

123.

Limiting
ascent of
Roads where
Level is al-
tered.

THAT where the level of any road shall be altered in making any Railway, the ascent of any Turnpike Road, or of any Road in Ireland, so defined in the Railway Clauses Consolidation Act, 1845, shall not be more than one foot in 30 feet, and of any other public carriage-road not more than One Foot in Twenty Feet, unless a report from some officer of the Commissioners of Railways shall be laid before the Committee on the Bill, recommending that steeper ascents than the above may be allowed, with the reasons and facts upon which such opinion is founded, and the Committee shall report in favour of such recommendation: Also, that a good and sufficient fence, of Four Feet high at the least, shall be made on each side of every Bridge which shall be erected.

Fence to
Bridge.

124.

Railway not
to cross Roads
on a Level
unless Com-
mittee
report, &c.

THAT no Railway whereon carriages are propelled by steam, or by atmospheric agency, or drawn by ropes in connexion with a stationary steam-engine, shall be made across any turnpike-road or other public carriage-way on the level, unless the Committee on the Bill report that such a restriction ought not to be enforced, with the reasons and facts upon which their opinion is founded.

Railway Bills.

125.

Railway
Company not
to acquire
Docks, &c.
unless Com-
mittee report,
&c.

THAT no Railway Company shall be authorized to construct or enlarge, purchase or take on lease, or otherwise appropriate any Dock, Pier, Harbour or Ferry, or to acquire and use any Steam-vessels for the conveyance of goods and passengers, or to apply any portion of their capital or revenue to other objects, distinct from the Undertaking of a Railway Company, unless the Committee on the Bill report that such a restriction ought not to be enforced, with the reasons and facts upon which their opinion is founded.

126.

Special In-
quiry into
Subscription
Contract, &c.

THAT in the case of a Railway Bill, the Committee do make a Special Inquiry into the *bonâ fide* character of the Subscription Contract, if any, and the sufficiency of the Subscribers thereto, and do report their Opinion thereupon to The House.

127.

Matters to be
specially re-
ported.

THAT in the case of a Railway Bill, the Committee report specially:—

Capital.

1. The proposed Capital of the Company formed for the execution of the project, and the amount of any Loans which they may be empowered to raise by the Bill.

Shares, &c.

2. The amount of Shares subscribed for, and the Deposits paid thereon.

Names, &c.,
of Directors.

3. The Names and Places of Residence of the Directors or Provisional Committee, with the amount of Shares taken by each.

4. The

4. The number of Shareholders who may be considered as having a local interest in the line, and the amount of Capital subscribed for by them. Local Shareholders.
5. The number of other Parties, and the Capital taken by them. Other parties, &c.
6. The number of Shareholders subscribing for 2,000*l.* and upwards, with their Names and Residences, and the amount for which they have subscribed. Subscribers for 2,000*l.* and upwards.
7. Whether any Report from the Commissioners of Railways in regard to the Bill, or the objects thereby proposed to be authorized, has been referred by the House to the Committee, and if so, whether any and what recommendations contained in such Report have been adopted by the Committee, and whether any and what recommendations contained in such Report have been rejected. Whether Report from Railway Commissioners has been referred to Committee, &c.
8. What planes on the Railway are proposed to be worked by assistant engines, either stationary or locomotive, with the respective lengths and inclinations of such planes. Assistant Engines.
9. Any peculiar engineering difficulties in the proposed line, and the manner in which it is intended they should be overcome. Engineering difficulties.
10. The length, breadth, and height, and means of ventilation, of any proposed tunnels, and whether the strata through which they are to pass are favourable or otherwise. Ventilation of Tunnels.
11. Whether in the lines proposed, the gradients and curves are generally favourable or otherwise, and the steepest gradient, exclusive of the inclined planes above referred to, and the smallest radius of a curve. Gradients and Curves.
12. The length of the main line of the proposed Railway, and of its branches respectively, and on what gauge it is proposed to be constructed. Length of Line.
13. Whether it be intended that the Railway should pass on a level any Turnpike Road or Highway, and if so, to call the particular attention of The House to that circumstance. Passing Highways on a level.
14. The amount of the Estimates of the cost or other expenses to be incurred up to the time of the completion of the Railway, and whether they appear to be supported by evidence, and to be fully adequate for the purpose. Estimates.
15. The number of assents, dissents and neuters upon the line, and the length and amount of Property belonging to each class traversed by the said Railway, distinguishing Owners from Occupiers; and in the case of any Bill to vary the original Line, the above particulars with reference to such Parties only as may be affected by the proposed deviation. Assents, dissents and neuters.
16. The Name of each Engineer examined in support of the Bill, and of any examined in opposition to it. Engineers examined.
17. The main allegations of every Petition which may have been referred to the Committee in opposition to the Preamble of
525. Petitions in opposition.

Committee
on
the Bill.
Railway Bills.

the Bill, or to any of its Clauses; and whether the allegations have been considered by the Committee, and if not considered, the cause of their not having been so.

Fitness in an
engineering
point of view,
and any other
circum-
stances.

And the Committee shall also report generally as to the fitness, in an engineering point of view, of the projected line of Railway, and any circumstances which, in the opinion of the Committee, it is desirable The House should be informed of.

128.

THAT the following Clause be inserted in all Railway Bills passing through this House :

Railway not
to be exempt
from any
general Act.

And be it further Enacted, That nothing herein contained shall be deemed or construed to exempt the Railway by this or the said recited Acts authorized to be made from the provisions of any General Act relating to such Acts, or of any General Act relating to Railways now in force, or which may hereafter pass during this or any future Session of Parliament, or from any future revision and alteration, under the authority of Parliament, of the maximum rates of fares and charges authorized by this Act, [or by the said recited Acts].

129.

Committee to
fix the Tolls
and Charges.

THAT the Committee on every Railway Bill shall fix the Tolls, and shall determine the maximum rates of charge for the conveyance of Passengers, with a due amount of Luggage and of Goods on such Railway, and such rates of charge shall include the Tolls and the costs of locomotive power, and every other expense connected with the conveyance of Passengers, with a due amount of Luggage and of Goods upon such Railway; but if the Committee shall not deem it expedient to determine such maximum rates of Charge, a Special Report, explanatory of the grounds of their omitting so to do, shall be made to The House, which Special Report shall accompany the Report of the Bill.

130.

No Interest
or Dividend
to be paid on
Calls.

THAT a Clause shall be inserted in every Railway Bill, prohibiting the payment of any Interest or Dividend in respect of Calls under such Bill (except the Interest by way of Discount on Subscriptions prepaid, agreeably to 8 Vict. c. 16, s. 24), out of any Capital which they have been authorized to raise either by means of Calls, or of any power of borrowing.

131.

Deposits not
to be paid out
of Capital.

THAT a Clause shall be inserted in every Railway Bill, prohibiting any Railway Company from paying, out of the Capital which they have been authorized to raise for the purposes of any existing Act, the Deposits required by the Standing Orders to be made for the purposes of any application to Parliament for a Bill for the construction of another Railway.

132. THAT

Railway Bills.

No powers of purchase in Bills for construction of a Railway.

132.

THAT no powers of Purchase, Sale, Lease or Amalgamation, shall be contained in any Bill for the construction of a Railway.

133.

THAT no powers of purchase, sale, lease or amalgamation shall be given to any Railway Company, with reference to any other undertaking already authorized by any Act or Acts, nor to any other incorporated Company, with reference to any Railway, unless, previously to the application to Parliament for such purpose the several Companies who may be parties to such purchase, sale, lease or amalgamation shall have proved, to the satisfaction of the Commissioners of Railways, that they have respectively paid up One-half of the capital authorized to be raised by any previous Act or Acts by means of Shares, and have expended for the purposes of such Act or Acts a sum equal thereto; and in case such powers shall be applied for in respect of Works intended to be authorized by any Bill or Bills of the same Session, it shall be proved to the satisfaction of the Commissioners of Railways that such Companies have respectively paid up one-half the amount of their capital, and that the Company proposed to be empowered to construct such Works have included in such amount the capital proposed to be authorized by such Bill or Bills; and that no such powers shall be given in respect of Works intended to be authorized by any Act or Acts for which it is intended to apply in any subsequent Session.

No powers of purchase, &c. to be given, except after proof of certain matters before Commissioners of Railways, &c.

134.

THAT no Railway Company shall be authorized, except for the execution of its original Line or Lines sanctioned by Act of Parliament, to guarantee interest on any shares which it may issue for creating additional Capital, or to guarantee any rent or dividend to any other Railway Company, until such first-mentioned Company shall have completed and opened for traffic such original Lines.

Railway Company not to guarantee interest or dividend before completion of Line.

135.

THAT in Bills for the Amalgamation of Railway Companies, the amount of Capital created by such Amalgamation shall in no case exceed the sum of the Capitals of the Companies so amalgamated.

Limitation of Capital on amalgamation of Companies.

136.

THAT in Bills for empowering any Railway Company to purchase any other Railway, no addition shall be authorized to be made to the Capital of the purchasing Company, beyond the amount of the Capital of the Railway purchased; and in case such Railway shall be purchased at a premium, no addition on account of such premium shall be made to the Capital of the purchasing Company.

Additional Capital of purchasing Company not to amount to more than Capital of Company purchased.

Letters Patent.

137.

Copy of
Letters Pa-
tent to be
annexed to
the Bill.

THAT when any Bill shall be brought into The House, for confirming of Letters Patent, there be a true Copy of such Letters Patent annexed to the Bill.

Inclosure and Drainage Bills.

138.

Notices and
Allegations.

Gen. Inc. Act.

THAT in the case of any Bill for inclosing Lands, the Committee may admit proof of the Notices required by the Standing Orders, and of the Allegations in the Preamble of such Bill, by Affidavit taken and authenticated, according to the form prescribed in the Schedule to the General Inclosure Act (41 GEO. III. c. 109,) unless such Committee shall otherwise order.

139.

Consent Bill
and State-
ment of Pro-
perty to be
delivered in.

THAT the Committee on every Bill for inclosing Lands shall in the first place require the Agent for the same to deliver in to the Committee a printed copy of the Bill, signed by the Lord of the Manor, (in cases where the Lord of the Manor has any interest as such in the lands to be inclosed) and by such Owners of Property within the Parish to which the Bill relates as shall have assented thereto; but that the Parties, if they shall think fit, be permitted to deliver in different copies of the Bill, separately signed by the several Parties hereinbefore mentioned, instead of one copy, signed by all of them collectively; together with a List of all the Owners of Property within such Parish, showing the value according to the Poor Rate or Land Tax Assessment of each Owner's Property therein, and distinguishing which of them have assented, dissented, or are neuter in respect thereto.

140.

Consent Bill
and State-
ment of Pro-
perty to be
delivered in.

THAT the Committee on every Bill for draining Lands shall in the first place require the Agent for the same to deliver in to the Committee a printed copy of the Bill, signed by such Owners and Occupiers of Property within the Parish to which the Bill relates as shall have assented thereto; but that the Parties, if they shall think fit, be permitted to deliver in different copies of the Bill, separately signed by the several Parties hereinbefore mentioned, instead of one copy, signed by all of them collectively; together with a List of all the Owners of Property within such Parish, showing the value according to the Poor Rate or Land Tax Assessment of each Owner's Property therein, and distinguishing which of them have assented, dissented, or are neuter in respect thereto.

141. THAT

141.

THAT in every Bill for inclosing Lands, provision be made for leaving an open space in the most appropriate situation, sufficient for purposes of exercise and recreation of the neighbouring population; and that the Committee on the Bill have before them the number of acres proposed to be inclosed, as also of the population in the parishes or places in which the land to be inclosed is situate; and also do see that provision is made for the efficient fencing of the allotment, for the investment of the same in the Churchwardens and Overseers of the parish in which such open space is reserved, and for the efficient making and permanent maintenance of the fences by such parish; and that in any case where the information hereby required is not given, and the required provisions are not made in the Bill, the Committee on the same do report specially to The House the reasons for not complying with such Order.

Clause for leaving open Space for exercise and recreation.

142.

THAT in every Bill for inclosing Lands, the Names of the Commissioners proposed to be appointed, and the Compensation intended for the Lord of the Manor, and the Owners of Tithes, in lieu of their respective Rights, and also the Compensation intended to be made for the enfranchisement of Copyholds, where any Bargains or Agreements have been made for such Compensations, be inserted in the copy of the Bill presented to The House: And that all copies of such Bills which shall be sent to any of the Persons interested in the said Manor, Tithes, Lands or Commons, for their Consent, do contain the Names of such proposed Commissioners, and also the Compensations so bargained or agreed for.

Consent Bill to contain Names of Commissioners, and Compensations for Manorial Rights, Tithes, and Enfranchisements.

143.

THAT no Person shall be named in any Bill for inclosing Lands as a Commissioner, Umpire, Surveyor or Valuer, who shall be interested in the Inclosure to be made by virtue of such Bill; or the Agent ordinarily intrusted with the care, superintendence, or management of the Estate of any Person so interested.

Disqualification of certain Persons as Commissioners, Surveyors, &c.

144.

THAT in every Bill for inclosing, draining or improving Lands there be inserted a Clause, providing what sum of Money in the whole, or by the day, shall be paid to each of the Commissioners to be appointed by such Bill, in satisfaction of the expense and trouble which he shall incur in the execution of the powers thereby given; and that there be also inserted in such Bill a Clause, providing that the Account of such Commissioner or Commissioners, containing a true statement of all Sums by him or them received and expended or due to him or them for their own trouble or expenses, shall, at least once in every year, from the date of the passing of the Act till such Accounts shall be finally allowed, together with the Vouchers relating to the same, be

Clause for settling Pay of Commissioners, and passing their Accounts.

examined by some Person or Persons to be appointed by the Bill, and the Balance by him or them stated in the Book of Accounts required to be kept in the Office of the Clerk of such Commissioners; and that no charge or item in such Accounts shall be binding on the Parties concerned, or be valid in law, unless the same shall be duly allowed by such Person or Persons.

Turnpike Roads (Ireland).

145.

Clause for
Qualification
of Commis-
sioners.

THAT in every Bill for making a Turnpike Road in Ireland, or for the continuing or amending any Act passed for that purpose, or for the increase or alteration of the existing Tolls, Rates or Duties upon any such Road, or for widening or diverting any such Road, a Clause be inserted, to prevent any Person who shall be nominated a Commissioner, from acting or voting in the business of the said Turnpike, unless he shall be possessed of an Estate in Land, or of a Personal Estate, to such certain value as shall be specified in such Bills; and that such Qualification be extended to the Heirs apparent of Persons possessed of an Estate in Land to a certain value to be specified.

PROCEEDINGS OF SELECT COMMITTEE ON DIVORCE BILLS.

146.

THAT the Select Committee on Divorce Bills shall require evidence to be given before them that an action for damages has been brought in one of Her Majesty's Courts of Record at Westminster, or in one of Her Majesty's Courts of Record in Dublin, or in one of Her Majesty's Supreme Courts of Judicature of the Presidencies of Calcutta, Madras, Bombay or the Island of Ceylon, respectively, against the persons supposed to have been guilty of Adultery, and judgment for the plaintiff had thereupon; or sufficient cause to be shown to the satisfaction of the said Committee why such action was not brought, or such judgment was not obtained.

What
Evidence to
be given in
Divorce
Cases.

147.

THAT the Select Committee on Divorce Bills shall, in all cases in which the Petitioner for the Bill has attended the House of Lords upon the Second Reading of the Bill, require him to attend before them to answer any questions they may think fit that he should answer.

When Petitioner for Bill to attend Committee.

148.

THAT the Select Committee on Divorce Bills shall report every such Bill to The House, whether such Committee shall or shall not have agreed to the Preamble, or gone through the several Clauses, or any of them.

Committee to report Bill in all cases.

V.

THE ORDERS

REGULATING THE PRACTICE OF THE
HOUSE WITH REGARD TO
PRIVATE BILLS.

V.

PRACTICE OF THE HOUSE WITH REGARD TO
PRIVATE BILLS.

149.

THAT no Private Bill be brought into this House, but upon a Petition first presented, which shall have been duly deposited in the Private Bill Office, and indorsed by one of the Examiners, with a printed copy of the proposed Bill annexed: And that such Petition be signed by the Parties, or some of them, who are Suitors for the Bill.

Petition for
Bill, and how
to be signed.

150.

THAT all Petitions for Private Bills be presented to the House not later than Three clear Days after the same shall have been indorsed by One of the Examiners, or if the House shall not be sitting, then not later than Three clear Days after the First sitting thereof subsequent to such indorsement.

Petitions,
when to be
presented.

151.

THAT no Private Bill be read a First Time unless it be presented not later than Three clear Days after the presentation of the Petition for leave to bring in the same.

Bill, when to
be presented.

152.

THAT no Petition for additional Provision in any Private Bill be received by this House, unless a Copy of the proposed Clauses be annexed thereto.

Petition for
additional
Provision.

153.

THAT all Petitions for additional Provision in Private Bills, with the proposed Clauses annexed, and all Estate Bills brought from the House of Lords, and all Bills introduced by leave of The House in lieu of other Bills which shall have been withdrawn, after having been read a First Time, be referred to the Examiner of Petitions for Private Bills.

Petitions for
additional Pro-
vision and
Estate Bills from
Lords, &c. to be
referred to
Examiner of
Petitions.

154.

THAT all Reports of the Examiner of Petitions for Private Bills, in which he shall report that the Standing Orders have not been complied with, and all Special Reports of the said Examiner, be referred to the Select Committee on Standing Orders.

Reports of
Examiner to
be referred to
Committee on
Standing Orders.

Practice
of the
House.

Petitions for
Dispensation, &c.
to be referred to
Committee on
Standing Orders.

155.

THAT all Petitions praying that any of the Sessional or Standing Orders of The House relating to Private Bills may be dispensed with, and also all Petitions for the re-insertion of Petitions for Private Bills in the General List of Petitions, be referred to the Select Committee on Standing Orders.

156.

Printed Bill to
be presented.

THAT every Private Bill, printed on paper, of a size to be determined upon by Mr. Speaker, be presented to The House, with a Cover of Parchment attached to it, upon which the Title of the Bill is to be written; and the short Title of the Bill, as first entered on the Votes, shall correspond with that at the head of the Advertisement, and shall not be changed unless by special order of The House.

157.

*Itates, This
and other
Matters to be
inserted in
Italics.*

THAT the proposed amount of all Rates, Tolls, and other matters heretofore left blank in any Private Bill when presented to The House, be inserted in *Italics* in the printed Bill annexed to the Petition.

158.

What Bills to
be printed,
and when.

THAT every Private Bill (except Name Bills) be printed; and printed copies thereof delivered to the door-keepers for the use of the Members before the First Reading.

159.

Time between
First and Se-
cond Reading.

THAT there be not less than *Three* clear *days*, nor more than *Ten*, between the First and Second Reading of any Private Bill, except by Special Order of The House.

160.

Petition re-
lating to Bills
to be pre-
sented to
House by
being de-
posited in the
Private Bill
Office, and
Name of Bill
to be indorsed
on every
Petition.

THAT every Petition in favour of or against any Private Bill before The House be presented to this House, by depositing the same in the Private Bill Office, and that there be indorsed thereon the name or short Title by which such Bill is entered in the Votes, and a Statement that such Petition is in favour of, or against the Bill, as the case may be, together with the name of the Member, Party or Agent depositing the same; and that any Petitioner may withdraw his Petition, on a requisition to that effect being deposited in the Private Bill Office, signed by him, or by the Agent who deposited such Petition; and that where any such Petition is signed by more than one person, any person signing such Petition may withdraw his opposition by a similar requisition, signed and deposited as aforesaid.

161.

Second Read-
ing not to
take place till
Six Weeks
after last
Notice.

THAT no Private Bill be read a *Second* time, until after the expiration of *Six weeks* from the day on which the last Notice shall have been given in the Newspaper.

162. THAT

160.

That part of the Order relating to the withdrawal of a Petition **has** been added, being a Resolution of The House in the present Session.

163.

"Three clear days" have been omitted, and at the end of the Order the words "at least the day previous" have been added. The Order has also been verbally amended.

166.

The word "duly" before "deposited" has been omitted; and after "Private Bill Office" the words "not later than Seven clear days after the Second Reading of such Bill" have been introduced. The Order has also been verbally amended.

167.

This Order has been amended so as to reduce the interval between the Second Reading and Committee from fourteen days to three, in the case of Name Bills and certain Estate Bills.

162.

THAT a Breviate of every Private Bill (except Divorce, Name, and Estate Bills, brought from the House of Lords, and not relating to Crown, Church or Corporation Property, or Property held in trust for public or charitable purposes) be prepared under the direction of Mr. Speaker, and that such Breviate shall contain a Statement of the Object of the Bill and a Summary of the proposed Enactments, and shall state any variation from the general law which will be effected by the Bill.

Breviate to
be prepared.

163.

THAT no Private Bill be read a *Second* time unless a printed Breviate thereof shall have been laid on the Table of The House, at least the day previous.

Breviate to
be laid on
Table the day
previous to
Second Reading
of Bill.

164.

THAT every Private Bill, not being a Divorce Bill, after having been read a Second time and committed, shall be referred to the Committee of Selection; and every Divorce Bill shall be referred to the Select Committee on Divorce Bills.

Bills referred
to Committee
of Selection.

165.

THAT when The House shall have been informed by the Chairman of Ways and Means, that in his opinion any unopposed Private Bill should be treated as an opposed Bill, such Bill shall be again referred to the Committee of Selection.

When un-
opposed Bill
is to be
treated as
opposed, to be
again referred
to Committee
of Selection.

166.

THAT every Petition against a Private Bill which shall have been deposited in the Private Bill Office not later than Seven clear days after the Second Reading of such Bill, do stand referred to the Committee on such Bill; and that, subject to the Rules and Orders of this House, such Petitioners as shall have prayed to be heard by themselves, their Counsel or Agents, be heard upon their Petition accordingly, if they think fit, and Counsel heard in favour of the Bill against such Petition.

Petition
against Bill,
if duly deposited in Private Bill
Office, to
stand referred
to Committee
on Bill, &c.

167.

THAT there be *Fourteen* clear *Days* between the Second Reading of every Private Bill and the sitting of the Committee thereupon, except in the case of Name Bills and Estate Bills, (not being Bills relating to Crown, Church or Corporation property, or property held in trust for Public or Charitable purposes), in respect of which there shall be Three clear days between the Second Reading and the Committee.

Time between
Second Reading
and Committee.

168.

THAT in the case of Railway Bills, if any Report made under the authority of the Commissioners of Railways upon any Bill, or the objects thereof, be laid before the House, such Report shall be referred to the Committee on the Bill.

Report of
Commissioners
of Railways to
be referred to
Committee
on Bill.

Practice
of the
House.

169.

Report of Bill
to lie on
Table.

THAT the Report upon every Private Bill shall lie upon the Table.

170.

Breviates of
Bills amended
in Committee
to be laid
upon the
Table of the
House.

THAT a Breviate of the amendments made in every Committee on a Private Bill, except in the cases wherein the Committee shall have reported the amendments to be merely verbal or literal, be laid upon the Table of The House at least One clear day previous to the consideration of the Report of such Bill.

171.

Bill to be
printed after
report.

THAT every Private Bill, as amended in Committee, excepting in the cases wherein the Committee shall have reported the amendments to be merely verbal or literal, be printed at the expense of the Parties applying for the same; and be delivered to the Door-keepers for the use of the Members, *Three* clear days at least before the consideration of the Report.

172.

No Clause or
Amendment
on consideration
of Report,
or on Third
Reading, to
be offered
unless Chair-
man of Ways
and Means
shall have
informed The
House, &c.

THAT no Clause or Amendment be offered in The House on the consideration of the Report, or on the Third Reading of any Private Bill, unless the Chairman of the Committee of Ways and Means shall have informed The House, or signified in writing to Mr. Speaker, whether, in his opinion, such Clause or Amendment be such as ought or ought not to be entertained by The House, without referring the same to the Select Committee on Standing Orders.

173.

Clauses and
Amendments
offered on
Report or
Third Read-
ing, to be
printed.

THAT when any Clause or Amendment is offered on the consideration of the Report, or the Third Reading of any Private Bill, such Clause or Amendment shall be printed: And when any Clause is proposed to be amended, it shall be printed *in extenso*, with every addition or substitution in different type, and the omissions therefrom included in brackets and underlined.

174.

When re-
ferred, no fur-
ther proceed-
ing to be
had until Re-
port of Select
Committee
on Standing
Orders.

THAT when any Clause or Amendment on the consideration of the Report, or the Third Reading of any Private Bill, shall have been referred to the Select Committee on Standing Orders, no further proceeding on either of such stages shall be had until the Report of the said Select Committee shall have been brought up.

175.

Reports on
Railway Bills
to be discussed
upon every
Tuesday and
Thursday.

THAT in order to afford opportunity for the proper discussion or the Reports on *Railway Bills* included in the second class, this House will upon every Tuesday and Thursday proceed to the consideration of Reports on such Bills.

176. THAT

176.

THAT Seven clear days shall intervene between the Report of a Railway Bill and the further consideration of such Report ; and that no further consideration of such Report shall take place, unless the Chairman of the Committee of Ways and Means shall have informed The House, or signified in writing to Mr. Speaker, whether the Bill contain the several provisions required by the Standing Orders.

Time between Report of Railway Bill and further consideration of Report, &c.

177.

THAT all Amendments made by the House of Lords to any Private Bill be printed and circulated with the Votes, prior to such Amendments being taken into consideration ; and where any Clause has been amended it shall be printed *in extenso*, with every addition or substitution in different type, and the omissions therefrom included in brackets and underlined ; and that when any Amendments are intended to be proposed to the Lords' Amendments, such proposed Amendments shall also be printed in like manner.

Lords' Amendments to be printed and circulated with the Votes prior to consideration, &c.

178.

THAT in all cases where it is intended to appoint a Committee to inspect the Journals of the House of Lords with relation to any proceedings upon any Private Bill, previous notice thereof in writing be given by the Agent to the Clerks in the Committee Clerks Office.

Notice of Committee to inspect Lords' Journals to be given to Committee Clerks.

179.

THAT no Private Bill shall pass through two stages on one and the same day without the special leave of The House.

Bill not to proceed two stages on same day.

180.

THAT (except in cases of urgent and pressing necessity) no motion be made to dispense with any Sessional or Standing Order of The House without due notice thereof.

Notice to be given of motion for dispensation.

181.

THAT each day, so soon as The House shall be ready to proceed to Private Business, the Clerk at the Table shall read from the Private Business List the Titles of the several Bills set down therein, according to their precedence, as arranged under the following heads :—

Order of Proceedings in House on Private business.

1. Consideration of Lords' Amendments ;
2. Third Reading ;
3. Consideration of Report ;
4. Second Reading ;

and if upon the reading of each such Title, as aforesaid, no motion shall be made with respect to such Private Bill, the further proceedings thereon shall be adjourned until the next sitting of The House.

VI.
THE ORDERS
REGULATING THE PRACTICE IN THE
PRIVATE BILL OFFICE.

VI.

PRIVATE BILL OFFICE.

182.

THAT a Book, to be called "THE PRIVATE BILL REGISTER," be kept in a Room, to be called "THE PRIVATE BILL OFFICE," in which Book shall be entered by the Clerks appointed for the business of that Office, the Name, Description and Place of Residence of the Parliamentary Agent in Town, and of the Agent in the Country (if any) soliciting the Bill; and all the Proceedings, from the Petition to the passing of the Bill:—Such Entry to specify, briefly, each day's Proceeding before the Examiners of Petitions respectively, or in The House, or in any Committee to which the Bill may be referred; the day and hour on which the Examiner or the Committee is appointed to sit; the day and hour to which the Proceedings before such Examiners or Committee may be adjourned, and the name of the Clerk attending the same. Such Book to be open to public inspection daily, in the said Office, between the hours of Ten and Six.

Private Bill
Office and
Register.

183.

THAT the receipt of all Plans, Sections, Books of Reference, Lists of Owners and Occupiers, Estimates, Copies of the Subscription Contracts, and Declarations required by the Standing Orders of The House to be lodged in the Private Bill Office, be acknowledged by one of the Clerks of the said Office, upon the said Documents, and upon the Petition for the Bill, when deposited.

Receipt of
Plans, &c.
to be acknow-
ledged.

184.

THAT a List of all Petitions for Private Bills be kept in the Private Bill Office in the order of their deposit, according to such regulations as shall have been made by Mr. Speaker, which shall be called the "General List of Petitions," and each Petition therein shall be numbered.

List of Peti-
tions to be
kept.

185.

THAT all Memorials complaining of non-compliance with the Standing Orders, in reference to Petitions for Bills deposited in the Private Bill Office on or before the 31st December, shall be deposited as follows:

Memorials
when to be
deposited.

If the same relate to Petitions for Bills numbered in the General List of Petitions;

From

1 to 100	} They shall be deposited on	{	January 17th.
101 to 200			" 24th.
201 and upwards			" 31st.

525.

And

Practice
in the
Private Bill
Office.

And in the case of any Petitions for Bills which may be deposited by leave of The House after the 31st December, such Memorials shall be deposited Three clear Days before the day first appointed for the examination of the Petition.

186.

Deposit of
Memorials
and Copies
thereof in
Private Bill
Office.

THAT all Memorials be deposited in the Private Bill Office before Six of the clock in the evening of any day on which The House shall sit, and before Two of the clock on any day on which The House shall not sit; and that Two copies of every such Memorial be deposited for the use of the Examiners before Twelve of the clock on the following day.

187.

Time for
depositing
Memorials
in certain
cases, &c.

THAT every Memorial complaining of non-compliance with the Standing Orders of The House in reference to Petitions for additional provision in Private Bills, to Estate Bills brought from the House of Lords, and to Bills introduced by leave of this House in lieu of other Bills which shall have been withdrawn, and referred to the Examiners of Petitions for Private Bills, be deposited in the Private Bill Office, together with Two Copies thereof, before Twelve o'clock on the day preceding that appointed for the examination of any such Petition or Bill by the Examiner; and that the Examiner be at liberty to entertain such Memorial, although the party (if any) who may be specially affected by the non-compliance with the Standing Orders shall not have signed the same.

188.

Seven clear
Days' notice
to be given of
Examination
of Petitions.

THAT one of the Examiners shall give at least *Seven* clear days' notice in the Private Bill Office of the day appointed for the examination of each Petition for a Bill.

189.

Examination
Book.

THAT after each Private Bill has been read the First time, its Name (or short Title) shall be copied by the Clerks of the Private Bill Office, from the Clerk's Minute Book of the day, into a separate Book, to be called "THE EXAMINATION BOOK;"—wherein shall be noted the number of such Bill, according to the priority of its being read, and the date of the day of such First Reading.

190.

Custody of
Bills.

THAT every Private Bill, after it has been read the First time and the Title copied and examined for the Votes, be in the custody of the Clerks of the Private Bill Office, until laid upon the Table for the Second Reading; and when committed, be taken by the proper Committee Clerk into his charge, till reported.

191.

Examination
of Bill.

THAT between the First and Second Reading of every Private Bill, every such Bill shall, according to its priority, be examined, with all practicable despatch, by the Clerks of the Private Bill Office, as to its conformity with the Rules and Standing Orders of The

549

187.

After "House of Lords," the words "and to Bills introduced by leave of this House in lieu of other Bills which shall have been withdrawn" have been introduced.

193.

This Order has been amended, so as to require one clear day's notice only to be given of sitting of Committee on Name Bills, and Estate Bills not relating to Crown, Church, &c. property.

The House; and if *not* in due form, the Examining Clerk shall specify thereon the page in which any irregularity occurs, and shall enter the day of such Examination, together with his own Name, in the Examination Book.

192.

THAT *Three clear days'* Notice in writing be given by the Agent for the Bill, to the Clerks in the Private Bill Office; of the day proposed for the Second Reading of every Private Bill; and that no such Notice be given until the day after that on which the Bill has been read a first time.

Notice of Se-
cond Reading.

193.

THAT, except in the case of Name Bills, and Estate Bills as described in Order 167, and except in the case of Bills referred back to the Committee of Selection as unopposed, *Seven clear days'* notice be given by the Clerk to the Committee of Selection to the Clerks in the Private Bill Office of the day and hour appointed for the meeting of the Committee on every Private Bill that shall have been referred to such Committee:—That, in the case of such Name Bills and Estate Bills, there be *One clear day's* notice given of Committee by the Clerk to the Committee of Selection:—That, in the case of Bills not referred to the Committee of Selection, *Seven clear days'* notice, and, in the case of a re-committed Bill, *Three clear days'* notice, be given by the Agents for the Bill to the Clerks in the Private Bill Office of the day and hour appointed for the meeting of the Committee on every Private Bill, and that all the proceedings of any Committee of which such notice shall not have been given, be void.

Notice of
Committee.

194.

THAT a filled-up Bill, signed by the Agent for the Bill, as proposed to be submitted to the Committee on the Bill, and in the case of a re-committed Bill, a filled-up Bill, as proposed to be submitted to the Committee on re-committal, be deposited in the Private Bill Office one clear day before the meeting of the Committee on every Private Bill; and that all Parties shall be entitled to a Copy thereof, upon payment of the Charges for making out Amendments of such Bill.

Filled-up Bill
to be deposited
in Private Bill
Office.

195.

THAT notice in writing be given by the Clerk to the Committee of Selection to the Clerks in the Private Bill Office of the postponement of the first meeting of any Committee on a Private Bill, which shall have been referred to such Committee, on the day on which such postponement is made; and that in the case of Bills not referred to the Committee of Selection, *One clear day's* notice be given by the Agents for the Bill to the Clerks in the Private Bill Office of such postponement.

Notice of
Postponement.

196.

THAT Notice, in writing, be given by the Committee Clerk to the Clerks in the Private Bill Office, of the day and hour to which each Committee is adjourned.

Notice of Ad-
journing.

Practice
in the
Private Bill
Office.

197.

Notice of
consideration
of Report.

THAT *One clear day's* Notice, in writing, be given by the Agent for the Bill, to the Clerks in the Private Bill Office, of the day proposed for the consideration of the Report of every Private Bill.

198.

Bill as
amended in
Committee to
be delivered in.

THAT the Committee Clerk, after the Report is made out, do deliver in to the Private Bill Office a printed Copy of the Bill, with the written Amendments made in the Committee; in which Bill, all the Clauses added by the Committee shall be regularly marked in those parts of the Bill wherein they are to be inserted.

199.

Notice to be
given of
Clauses, &c.
on consi-
deration of
Report, or
Third
Reading.

THAT when it is intended to bring up any Clause or to propose any Amendment on the consideration of the Report, or on the Third Reading of any Private Bill, Notice shall be given thereof, in the Private Bill Office, *One clear day* previous to such consideration of the Report or Third Reading.

200.

Notice of
Third
Reading.

THAT *One clear day's* Notice, in writing, be given by the Agent for the Bill, to the Clerks in the Private Bill Office, of the day proposed for the *Third Reading* of every Private Bill; and that no such Notice be given until the day after that on which the Report of such Bill shall have been considered.

201.

Amendments
on consi-
deration of
Report,
and Third
Reading.

THAT the Amendments (if any) which are made on the consideration of the Report, and on the Third Reading of any Private Bill, and also such Amendments made by the House of Lords as shall have been agreed to by this House, be entered by one of the Clerks in the Private Bill Office, upon the printed Copy of the Bill as amended in Committee; which Clerk shall sign the said Copy so amended, in order to its being deposited and preserved in the said Office.

204.

Notice of
consideration
of Lords'
Amendments.

THAT when Amendments made by the House of Lords to any Private Bill are to be taken into consideration, *One clear Day's* Notice be given thereof in the Private Bill Office, and if any Amendments be intended to be proposed thereto, a copy of such Amendments shall also be deposited, and notice given thereof, *one clear day* previous to the same being proposed to be taken into consideration; and that no such Notice be given until the day after that on which such Bill shall have been returned from the House of Lords.

205. THAT

202. 203.

These Orders relating to Ingrossments have been omitted.

205.

THAT all *Notices* required to be given or deposits to be made in the Private Bill Office be delivered in the said Office before *Six* of the clock in the *Evening* of any day on which The House shall sit, and before *Two* of the clock on any day on which The House shall not sit; and that after any day on which The House shall have adjourned beyond the following day, no Notice shall be given for the first day on which it shall again sit.

Time for
delivering
Notices.

206.

THAT the Clerks in the Private Bill Office do prepare, daily, Lists of all Private Bills, and Petitions for Private Bills upon which any Committee or Examiner is appointed to sit; specifying the hour of meeting, and the Room where the Committee or Examiner shall sit; and that the same be hung up in the Lobby of The House.

Daily Lists
of Commit-
tees sitting.

207.

THAT every Plan, and Book of Reference thereto, which shall be certified by The Speaker of the House of Commons, in pursuance of any Act of Parliament, shall previously be ascertained, and verified in such manner as shall be deemed most advisable by The Speaker, to be exactly conformable in all respects to the Plan and Book of Reference which shall have been signed by the Chairman of the Committee upon the Bill.

Plans to be
verified as
Mr. Speaker
shall direct.

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APPENDIX.

[FORM referred to in Page 15.]

(A.)

No.

Sir,

We beg to inform you, that Application is intended to be made to Parliament in the ensuing Session for "An Act" [*here insert the Title of the Act*], and that the Property mentioned in the annexed Schedule, or some Part thereof, in which we understand you are interested as therein stated, will be required for the Purposes of the said Undertaking, according to the Line thereof as at present laid out, or may be required to be taken under the usual Powers of Deviation to the Extent of Yards on either side of the said Line which will be applied for in the said Act, and will be passed through in the Manner mentioned in such Schedule.

We also beg to inform you, that a Plan and Section of the said Undertaking, with a Book of Reference thereto, have been or will be deposited with the [*several Clerks of the Peace, or principal Sheriff Clerks, as the case may be*] of the Counties of [*specify the Counties in which the Property is situate*], on or before the 30th of November, and that Copies of so much of the said Plan and Section as relates to the [*Parish or extra-parochial place, as the case may be*], in which your Property is situate, with a Book of Reference thereto, have been or will be deposited for public Inspection with the [*Clerk of the said Parish, Clerk of the Parish of adjoining to such extra-parochial place, Schoolmaster of the Parish, Session Clerk, Town Clerk of the Royal Burgh, or the Clerk of the Union in which such parish is included, as the case may be*], on or before the 30th day of November, on which Plans your Property is designated by the Numbers set forth in the annexed Schedule.

As we are required to report to Parliament whether you assent to or dissent from the proposed Undertaking, or whether you are neuter in respect thereto, you will oblige us by writing your Answer of Assent, Dissent or Neutrality in the Form left herewith, and returning the same to us with your Signature on or before the day of next; and if there should be any Error or Misdescription in the annexed Schedule, we shall feel obliged by your informing us thereof, at your earliest convenience, that we may correct the same without delay.

We are, Sir,

Your most obedient servants,

To

Note.—If the Application be forwarded by Post, the words "Parliamentary Notice" are to be printed or written on the cover.

SCHEDULE, referred to in the foregoing Notice, describing the Property therein alluded to, and the Manner in which the Line of the proposed Work, as delineated upon the Plan and Section, will affect the same.

Property in the Line of the proposed Work, as at present laid out (including Property any part of which is within Eleven yards, or thereabouts, of the centre line of such proposed Work, as delineated upon the Plan).	Parish, Township, Townland or Extra-parochial Place.	Number on Plans.	Description.	Owner.	Lessee.	Occupier.	Description of the Section of the Line deposited, showing the greatest Height of Embankment, and Depth of Cutting where the Property is intersected by the centre line of the proposed Work.
	Parish, Township, Townland or Extra-parochial Place.	Number on Plans.	Description.	Owner.	Lessee.	Occupier.	
Property within the Limits of the Deviation intended to be applied for.							

Note.—Where the Property is not intersected by the centre Line, the description of the Section is not given in the last column.

Appendix (B.)

ANNO PRIMO VICTORIÆ REGINÆ.

CAP. LXXXIII.

AN ACT to compel Clerks of the Peace for Counties and other Persons to take the Custody of such Documents as shall be directed to be deposited with them under the Standing Orders of either House of Parliament.

WHEREAS the Houses of Parliament are in the habit of requiring that, previous to the introduction of any Bill into Parliament for making certain bridges, turnpike-roads, cuts, canals, reservoirs, aqueducts, waterworks, navigations, tunnels, archways, railways, piers, ports, harbours, ferries, docks and other works, to be made under the authority of Parliament, certain maps or plans and sections, and books and writings, or extracts or copies of or from certain maps, plans or sections, books and writings, shall be deposited in the office of the clerk of the peace for every county, riding or division in England or Ireland, or in the office of the sheriff clerk of every county in Scotland, in which such work is proposed to be made, and also with the parish clerk in every parish in England, the schoolmaster of every parish of Scotland, or in Royal Burghs with the town clerk, and the postmaster of the post town in or nearest to every parish in Ireland, in which such work is intended to be made, and with other persons: And whereas it is expedient that such maps, plans, sections, books, writings and copies or extracts of and from the same, should be received by the said clerks of the peace, sheriff clerks, parish clerks, schoolmasters, town clerks, postmasters and other persons, and should remain in their custody for the purposes hereinafter mentioned; BE it therefore Enacted by The QUEEN's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, THAT whenever either of the Houses of Parliament shall by its Standing Orders, already made or hereafter to be made, require that any such maps, plans, sections, books or writings, or extracts or copies of the same, or any of them, shall be deposited as aforesaid, such maps, plans, sections, books, writings, copies and extracts shall be received by and shall remain with the clerks of the peace, sheriff clerks, parish clerks, schoolmasters, town clerks, postmasters and other persons with whom the same shall be directed by such Standing Orders to be deposited, and they are hereby respectively directed to receive and to retain the custody of all such documents and writings so directed to be deposited with them respectively, in the manner and for the purposes and under the rules and regulations concerning the same respectively directed by such Standing Orders, and shall make such memorials and endorsements on and give such acknowledgments and receipts in respect of the same respectively as shall be thereby directed.

II. And be it further Enacted, That all persons interested shall have liberty to, and the said clerks of the peace, sheriff clerks, parish clerks, schoolmasters, town clerks and postmasters, and every of them, are and is hereby required, at all reasonable hours of the day, to permit all persons interested to inspect during a reasonable time and make extracts from or copies of the said maps, plans, sections, books, writings, extracts and copies of or from the same, so deposited with them respectively, on payment by each person to the clerk of the peace, sheriff clerk, clerk of the parish, schoolmaster, town clerk or postmaster having the custody of any such map, plan, section, book, writing, extract or copy, One Shilling for every such inspection, and the further sum of One Shilling for every hour during which such inspection shall continue after the first hour, and after the rate of Six-pence for every One hundred words copied therefrom.

III. And be it further Enacted, That in case any clerk of the peace, sheriff clerk, parish clerk, schoolmaster, town clerk, postmaster or other person, shall in any matter or thing refuse or neglect to comply with any of the provisions hereinbefore contained, every clerk of the peace, sheriff clerk, parish clerk, schoolmaster, town clerk, postmaster or other person shall for every such offence forfeit and pay any sum not exceeding the sum of Five Pounds; and every such penalty shall, upon proof of the offence before any Justice of the Peace for the county within which such offence shall be committed, or by the confession of the party offending, or by the oath of any credible witness, be levied and recovered, together with the costs of the proceedings for the recovery thereof, by distress and sale of the goods and effects of the party offending, by warrant under the hand of such Justice, which warrant such Justice is hereby empowered to grant, and shall be paid to the person or persons making such complaint; and it shall be lawful for any such Justice of the Peace to whom any complaint shall be made of any offence committed against this Act to summon the party complained of before him, and on such summons to hear and determine the matter of such complaint in a summary way, and on proof of the offence to convict the offender, and to adjudge him to pay the penalty or forfeiture incurred, and to proceed to recover the same, although no information in writing or in print shall have been exhibited or taken by or before such Justice; and all such proceedings by summons without information shall be as good, valid and effectual to all intents and purposes as if an information in writing had been exhibited.

Clerks of the Peace, &c. to receive the Documents herein mentioned, and retain them for the purposes directed by the Standing Orders of the Houses of Parliament.

Clerks of the Peace, &c. to permit such Documents to be inspected or copied by persons interested.

Clerks of the Peace, &c. for every omission to comply with the provisions of this Act, liable to the Penalty of 5*l.*, to be recovered in a summary way.

Appendix (C.)

ANNO NONO VICTORIÆ REGINÆ.

CAP. XX.

AN ACT to amend an Act of the Second Year of Her present Majesty, for providing for the Custody of certain Monies paid in pursuance of the Standing Orders of either House of Parliament by Subscribers to Works or Undertakings to be effected under the Authority of Parliament.

1 & 2 Vict.
c. 117.

Recited Act
repealed.
Monies
already paid
in to be dealt
with as di-
rected by
former Act.

WHEREAS an Act was passed in the second year of the reign of Her present Majesty Queen VICTORIA, intituled, "An Act to provide for the Custody of certain Monies paid in pursuance of the Standing Orders of either House of Parliament, by Subscribers to Works or Undertakings to be effected under the Authority of Parliament:" And whereas it is expedient that the said Act should be repealed and should be re-enacted, with such modifications, extensions and alterations as after mentioned: BE it therefore Enacted, by The Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, THAT the said Act shall be and is hereby repealed: Provided always, That all acts done under the provisions of the said Act shall be good, valid and effectual to all intents and purposes, and that all sums of money paid under the provisions of the said Act shall be dealt with in all respects as if this Act had not been passed.

Authority to
deposit.

II. And be it Enacted, That in all cases in which any sum of money is required by any Standing Order of either House of Parliament, either now in force or hereafter to be in force, to be deposited by the subscribers to any work or undertaking which is to be executed under the authority of an Act of Parliament, if the director or person or directors or persons having the management of the affairs of such work or undertaking, not exceeding Five in number, shall apply to one of the Clerks in the office of the Clerk of the Parliaments with respect to any such money required by any Standing Order of the Lords Spiritual and Temporal in Parliament assembled, or to one of the Clerks of the Private Bill Office of the House of Commons with respect to any such money required by any Standing Order of the Commons in Parliament assembled, to be deposited, it shall be lawful for the Clerk so applied to, by warrant or order under his hand, to direct that such sum of money shall be paid in manner hereinafter mentioned; (that is to say) into the Bank of England in the name and with the privy of the Accountant-general of the Court of Chancery in England, if the work or undertaking in respect of which the sum of money is required to be deposited is intended to be executed in that part of the United Kingdom called England; or into any of the Banks in Scotland established by Act of Parliament or Royal Charter in the name and with the privy of The Queen's Remembrancer of the Court of Exchequer in Scotland, at the option of the person or persons making such application as aforesaid, in case such work or undertaking is intended to be executed in that part of the United Kingdom called Scotland; or into the Bank of Ireland in the name and with the privy of the Accountant-general of the Court of Chancery in Ireland, in case such work or undertaking is intended to be made or executed in that part of the United Kingdom called Ireland; and such warrant or order shall be a sufficient authority for the Accountant-general of the Court of Chancery in England, the Queen's Remembrancer of the Court of Exchequer in Scotland, and the Accountant-general of the Court of Chancery in Ireland, respectively, to permit the sum of money directed to be paid by such warrant or order to be placed to an account opened or to be opened in his name in the bank mentioned in such warrant or order.

Payment of
Deposit.

III. And be it Enacted, That it shall be lawful for the person or persons named in such warrant or order, or the survivors or survivor of them, to pay the sum mentioned in such warrant or order into the bank mentioned in such warrant or order in the name and with the privy of the officer or person in whose name such sum shall be directed to be paid by such warrant or order, to be placed to his account there ex-parte the work or undertaking mentioned in such warrant or order, pursuant to the method prescribed by any Act or Acts for the time being in force for regulating monies paid into the said Courts, and pursuant to the General Orders of the said Court respectively, and without fee or reward; and every such sum so paid in, or the securities in or upon which the same may be invested as hereinafter mentioned, or the stocks, funds or securities authorized to be transferred or deposited in lieu thereof as hereinafter mentioned, shall there remain until the same, with all interest and dividends (if any) accrued thereon, shall be paid out of such bank, in pursuance of the provisions of this Act: Provided always, That in case any such director or person, directors or persons, having the management of any such proposed work or undertaking as aforesaid, shall have previously invested in the Three per Centum Consolidated or the Three per Centum Reduced Bank Annuities, Exchequer Bills, or other Government Securities, the sum or sums of money required by any such Standing Order of either House of Parliament as aforesaid to be deposited by the subscribers to any work

or

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or undertaking which is to be executed under the authority of an Act of Parliament, it shall be lawful for the person or persons named in such warrant or order, or the survivors or survivor of them, to deposit such Exchequer Bills or other Government securities in the bank mentioned in such warrant or order in the name and with the privity of the officer or person in whose name such sum shall by such warrant or order be directed to be paid, or to transfer such Government stocks or funds into the name of the officer or person; and such transfer or deposit shall be directed by such Clerk of the Office of the Clerk of the Parliaments, or such Clerk of the Private Bill Office of the House of Commons, as the case may be, in lieu of payment of so much of the sum of money required to be deposited as aforesaid as the same Exchequer Bills, or other the Government stocks or funds, will extend to satisfy at the price at which the same were originally purchased by the said person or persons, director or directors, as aforesaid, such price to be proved by production of the broker's certificate of such original purchase.

IV. And be it Enacted, That if the person or persons named in such warrant or order, or the survivors or survivor of them, desire to have invested any sum so paid into the Bank of England or the Bank of Ireland, or any interest or dividend which may have accrued on any stocks or securities so transferred or deposited as aforesaid, the Court in the name of whose Accountant-general the same may have been paid may, on a petition presented to such Court, in a summary way by him or them, order that such sum or such interest or dividends shall, until the same be paid out to the parties entitled to the same in pursuance of this Act, be laid out in the Three per centum Consolidated or Three per centum Reduced Bank Annuities, or any Government security or securities, at the option of the aforesaid person or persons, or the survivor or survivors of them.

Investment of Deposit.

V. And be it Enacted, That on the termination of the Session of Parliament in which the Petition or Bill for the purpose of making or sanctioning any such work or undertaking shall have been introduced into Parliament, or if such Petition or Bill shall be rejected or finally withdrawn by some proceeding in either House of Parliament, or shall not be allowed to proceed, or if the person or persons by whom the said money was paid or security deposited, shall have failed to present a Petition, or if an Act be passed authorizing the making of such work or undertaking, and if in any of the foregoing cases the person or persons named in such warrant or order, or the survivors or survivor of them, or the majority of such persons, apply by petition to the court in the name of whose Accountant-general the sum of money mentioned in such warrant or order shall have been paid, or such Exchequer Bills, stocks, or funds shall have been deposited or transferred as aforesaid, or to the Court of Exchequer in Scotland, in case such sum of money shall have been paid in the name of the said Queen's Remembrancer, the Court in the name of whose Accountant-general or Queen's Remembrancer such sum of money shall have been paid, or such Exchequer Bills, stocks or funds shall have been deposited or transferred, shall by order direct the sum of money paid in pursuance of such warrant or order, or the stocks, funds or securities in or upon which the same may have been invested, and the interest or dividends thereof, or the Exchequer Bills, stocks or funds so deposited or transferred as aforesaid, and the interest and dividends thereof, to be paid or transferred to the party or parties so applying, or to any other person or persons whom they may appoint in that behalf; but no such order shall be made in the case of any such Petition or Bill being rejected or not being allowed to proceed, or being withdrawn or not being presented, or of an Act being passed authorizing the making of such work or undertaking, unless upon the production of the certificate of the Chairman of Committees of the House of Lords with reference to any proceeding in the House of Lords, or of the Speaker of the House of Commons, with reference to any proceeding in the House of Commons, that the said Petition or Bill was rejected or not allowed to proceed, or was withdrawn during its passage through one of the Houses of Parliament, or was not presented, or that such Act was passed, which certificate the said Chairman or Speaker shall grant on the application in writing of the person or persons, or the majority of the persons, named in such warrant, or the survivor or survivors of them: Provided always, That the granting of any such certificate, or any mistake or error therein or in relation thereto, shall not make the Chairman or Speaker signing the same liable in respect of any monies, stocks, funds and securities which may be paid, deposited, invested or transferred in pursuance of the provisions of this Act, or the interest or dividends thereof.

Repayment of Deposit.

Granting Certificate, &c. not to make the Chairman or Speaker signing the same liable.

PECUNIARY PENALTIES.

[5 February 1849.]

This is a Resolution of the House in the present Session, and is in lieu of an Order, dated 22 June 1831.

STANDING ORDERS relative to PUBLIC MATTERS.

BILLS respecting RELIGION.

[30 April 1772.]

THAT no Bill relating to Religion, or the alteration of the Laws concerning Religion, be brought into this House, until the Proposition shall have been first considered in a Committee of the whole House, and agreed unto by The House.

BILLS respecting TRADE.

[9 April 1772.]

THAT no Bill relating to Trade, or the alteration of the Laws concerning Trade, be brought into The House, until the Proposition shall have been first considered in a Committee of the whole House, and agreed unto by The House.

APPLICATIONS for PUBLIC MONEY.

[11 June 1713.]

THAT this House will receive no Petition for any Sum of Money, relating to Public Service, but what is recommended from The Crown.

[29 March 1707.]

THAT this House will not proceed upon any Petition, Motion or Bill, for granting any Money, or for releasing or compounding any Sum of Money owing to The Crown, but in a Committee of the whole House.

[25 March 1715.]

THAT this House will not receive any Petition for compounding any Sum of Money owing to The Crown, upon any branch of the Revenue, without a Certificate from the proper Officer or Officers annexed to the said Petition, stating the Debt, what Prosecutions have been made for the Recovery of such Debt, and setting forth how much the Petitioner and his Security are able to satisfy thereof.

[22 February 1801.]

THAT this House will not proceed upon any Motion for an Address to The Crown, praying that any money may be issued, or that any expense may be incurred, but in a Committee of the whole House.

PECUNIARY PENALTIES.

[5 February 1849.]

THAT with respect to any Bill brought to this House from the House of Lords, or returned by the House of Lords to this House, with Amendments, whereby any pecuniary penalty, forfeiture or fee shall be authorized, imposed, appropriated, regulated, varied, or extinguished, this House will not insist on its ancient and undoubted privileges in the following cases :

1. When the object of such pecuniary penalty or forfeiture is to secure the execution of the Act, or the punishment or prevention of offences.

2. Where such fees are imposed in respect of benefit taken or service rendered under the Act, and in order to the execution of the Act, and are not made payable into the Treasury or Exchequer, or in aid of the Public Revenue, and do not form the ground of public accounting by the parties receiving the same, either in respect of deficit or surplus.

3. When such Bill shall be a Private Bill for a Local or Personal Act.

TEMPORARY LAWS.

[17 November 1797.]

THAT the precise duration of every Temporary Law be expressed in a distinct Clause at the end of the Bill.

PRESENTATION OF PUBLIC PETITIONS.

[14 April 1842.]

THAT every Member offering to present a Petition to The House, not being a Petition for a Private Bill, or relating to a Private Bill before The House, do confine himself to a statement of the Parties from whom it comes, of the number of signatures attached to it, and of the material allegations contained in it, and to the reading of the prayer of such Petition.

THAT every such Petition not containing matter in breach of the Privileges of this House, and which, according to the Rules or usual Practice of this House, can be received, be brought to the Table by the direction of The Speaker, who shall not allow any Debate, or any Member to speak upon, or in relation to, such Petition; but it may be read by the Clerk at the Table, if required.

THAT if such Petition relate to any matter or subject which the Member presenting it is desirous of bringing before The House, and if such Member shall state it to be his intention to make a Motion thereupon, such Member may give Notice that he will make a Motion on some subsequent day, That the Petition be printed with the Votes.

THAT, in the case of such Petition complaining of some present personal grievance, for which there may be an urgent necessity for providing an immediate remedy, the matter contained in such Petition may be brought into discussion on the presentation thereof.

THAT all other such Petitions, after they shall have been ordered to lie on the Table, be referred to the Committee on Public Petitions, without any Question being put.

THAT, subject to the above regulations, Petitions against any Resolution or Bill imposing a Tax or Duty for the current service of the year, be henceforth received, and the usage under which The House has refused to entertain such Petitions be discontinued.

MEMBERS' PLACES.

[6 April 1835.]

THAT no Member's name be affixed to any seat in the House before the hour of Prayers; and that the Speaker do give directions to the doorkeepers accordingly.

STRANGERS.

TEMPORARY LAWS.

[17 November 1797.]

This Order has been verbally amended.

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STRANGERS.

[5 February 1845.]

THAT the Serjeant-at-Arms attending this House do, from time to time, take into his custody any Stranger whom he may see, or who may be reported to him to be, in any part of the House or Gallery appropriated to the Members of this House, and also any Stranger who, having been admitted into any other part of the House or Gallery, shall misconduct himself, or shall not withdraw when Strangers are directed to withdraw, while The House, or any Committee of the whole House, is sitting; and that no person so taken into custody be discharged out of custody without the special order of The House.

THAT no Member of this House do presume to bring any Stranger into any part of the House or Gallery appropriated to the Members of this House, while The House, or a Committee of the whole House, is sitting

PROMULGATION of STATUTES.

ON 3d June 1801, an Address was agreed to, by both Houses:—To present to His Majesty the following RESOLUTIONS, agreed to on the 7th May; and to entreat His Majesty to give Directions for the more speedy and general Promulgation of the Statutes of the United Kingdom:—And on 9th June 1801, His Majesty's Answer thereto was reported, That His Majesty would give Directions accordingly:—

THAT it is expedient, for the more general and speedy Promulgation of the Laws of the United Kingdom of *Great Britain* and *Ireland*, that His Majesty's Printer should be authorized and directed to print not less than 5,500 Copies of every Public General Statute, and 306 Copies of every Public Local and Personal Statute.

THAT His Majesty's Printer should be authorized and directed to print and deliver, or transmit (by the Post, or otherwise,) so soon as possible after each Bill has received the Royal Assent, the aforesaid number of 5,500 Copies of each Public General Statute, according to a certain mode of distribution.

THAT His Majesty's Printer should be authorized and directed to print, and deliver or transmit in like manner, the aforesaid 306 Copies of each Public Local and Personal Statute, according to a certain mode of distribution.

THAT every Chief Magistrate and Head Officer of any City, Borough or Town Corporate in *England* and *Ireland*, and of every Royal Burgh in *Scotland*, and every Sheriff, Clerk of the Peace, and Town Clerk, in the United Kingdom of *Great Britain* and *Ireland*, receiving any such Copies, should preserve them for the public Use, and transmit them to his Successor in office.

THAT for the purpose of effectuating the Promulgation of Private Statutes (if the Parties interested therein shall think proper) and also for making compensation to the Clerk of the Parliaments and Officers of the House of Lords (in lieu of their annual average emoluments arising from the Office Copies of such Statutes) without bringing any new charge upon the Public, the Parties interested in every such Statute should make good such expense and compensation; "and that thereupon such printed Copies of every such Statute should be made judicially admissible in evidence, by adding thereto a Clause declaring the same to be a Public Act."

THAT His Majesty's Printer should also be authorized and directed to class the General Statutes, and the Public Local and Personal Statutes of each Session, in separate Volumes, and to number the Chapters of each class separately; and also, to print One general Title to each Volume, together with a general Table of all the Acts passed in that Session.

IN SESSION 1803, it was resolved by both Houses of Parliament,

That so much of the 5th Resolution of the Lords and Commons, of the Session 1801, as provided that printed copies of Private Statutes shall be made judicially admissible in evidence by adding thereto a Clause declaring the same to be a public Act, shall be vacated;

That

That so much of the Resolutions of the Lords and Commons, of Session 1801, as relates to the printing and distribution of Private Acts of Parliament, shall be construed to extend only to such Acts of Parliament in which a Clause shall be inserted, declaring that such Act shall be printed by the Printer to the King's Most Excellent MAJESTY, and may be given in evidence in all Courts of Justice, and before all Judges and Justices, who shall take judicial notice thereof, in like manner as if the same had been declared to be a Public Act. Com. Jour. 58. 273. 281.

By 41 GEO. III. c. 90. s. 9. it was enacted,

That the Statutes of *England* and of *Great Britain*, printed and published by the King's Printer, shall be received as evidence in any Court in *Ireland*, and the Statutes of *Ireland* prior to the Union, so printed and published, shall be received as evidence in any Court in *Great Britain*.

A TABLE of the FEES to be charged at The House of Commons.

FEES to be paid by the PROMOTERS of a PRIVATE BILL.

On the deposit of the Petition, Bill, Plan, or any other Document in the Private Bill Office - - - - -	£. s. d.
For every day on which the Examiners shall inquire into the compliance with the Standing Orders - - - - -	5 - -
	5 - -

For PROCEEDINGS in the HOUSE.

On the presentation of the Petition for the Bill - - - - -	5 - -
On the First Reading of the Bill - - - - -	15 - -
On the Second Reading of the Bill - - - - -	15 - -
On the Report from the Committee on the Bill - - - - -	15 - -
On the Third Reading of the Bill - - - - -	15 - -

Bills from the Lords, commonly called Estate Bills, Divorce Bills, Naturalization Bills and Name Bills, to be charged only one-half of the preceding Fees.

The preceding Fees on the Petition, First, Second and Third Readings, and Report, to be increased according to the money to be raised or expended under the authority of the Bill for the execution of any Work, in conformity with the following Scale :—

If the sum be 50,000 <i>l.</i> , and under 100,000 <i>l.</i> twice the amount of such Fees.			
" 100,000 <i>l.</i>	" 200,000 <i>l.</i>	three times	"
" 200,000 <i>l.</i>	" 300,000 <i>l.</i>	four	"
" 300,000 <i>l.</i>	" 400,000 <i>l.</i>	five	"
" 400,000 <i>l.</i>	" 500,000 <i>l.</i>	six	"
" 500,000 <i>l.</i>	" 750,000 <i>l.</i>	seven	"
" 750,000 <i>l.</i>	" 1,000,000 <i>l.</i>	eight	"
" 1,000,000 <i>l.</i>	" 1,500,000 <i>l.</i>	nine	"
" 1,500,000 <i>l.</i>	" 2,000,000 <i>l.</i>	ten	"

And at the same rate of increase for every additional 500,000*l.*, up to five millions, and further at the like rate of increase for every additional million beyond five millions.

For PROCEEDINGS before any COMMITTEE.

For every day on which the Committee shall sit,—	£. s. d.
If the Promoters of the Bill appear by Counsel - - - - -	10 - -
If they appear without Counsel - - - - -	5 - -

FEES to be paid by the OPPONENTS of a PRIVATE BILL.

On the deposit of every Memorial complaining that the Standing Orders have not been complied with - - - - -	£. s. d.
	1 - -

For PROCEEDINGS in the HOUSE.

On the presentation of every Petition against a Private Bill -	2 - -
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For

For PROCEEDINGS before the EXAMINERS, or before any COMMITTEE.

For every day on which the Examiners shall inquire into any Memorial complaining of a non-compliance with the Standing Orders	£. s. d.
For every day on which the Petitioners appear by Counsel before any Committee	3 - -
If they appear without Counsel	5 - -
	3 - -

GENERAL FEES.

On every Motion, Order or Proceeding in the House upon a Private Bill, Petition, or matter not otherwise charged	£. s. d.
For Copies of all Papers and Documents, at the rate of 72 words in every folio,—	1 - -
If five folios or under	- 5 -
If above five folios, per folio	- 1 -
But if for Members	- - 6
For the Copy of a Plan made by the parties	1 - -
For the inspection of a Plan, or of any document	- 5 -
For every Plan or Document certified by The Speaker pursuant to any Act of Parliament	10 - -
For every day on which any parties shall be heard by Counsel at the Bar, from each side	10 - -
For every day on which a Committee of the whole House shall sit on a Private Bill or matter	6 - -
For serving any Summons or Order on a Private Bill or matter	1 - -
For Riding Charges, if on any Private Bill or matter, per mile	- 1 -
For every Order for the commitment or discharge of any person	1 - -
For taking any person into custody for a Breach of Privilege or Contempt	5 - -
For taking any person into custody for any other cause	2 - -
For every day on which any person shall be in custody	1 - -
For Riding Charges, per mile	- - 6

FEES to be taken by the SHORT HAND WRITER.

For every day he shall attend	£. s. d.
For the transcript of his notes, per folio of 72 words	2 2 -
	- 1 -

The preceding Fees shall be charged, paid and received at such times, in such manner, and under such regulations, as The Speaker shall from time to time direct.

That every Bill for the particular interest or benefit of any person or persons, whether the same be brought in upon Petition, or Motion, or Report from a Committee, or brought from the Lords, hath been and ought to be deemed a Private Bill within the meaning of the Table of Fees.

Veneris, 14^a die Maii, 1847.

Ordered, THAT the said Table of Fees do come into operation from the end of the present Session of Parliament, and be a Standing Order of this House.

A TABLE of the FEES to be paid on the TAXATION of COSTS on PRIVATE BILLS.

THAT the following Fees be paid on the Taxation of Costs on Private Bills; viz.

	£.	s.	d.
For every application or reference to "The Taxing Officer of the House of Commons," for the Taxation of a Bill of Costs	1	-	-
For every £.100 of any Bill which shall be allowed by the Taxing Officer	1	-	-
For every Bill under £.100	1	-	-
On the deposit of every Memorial complaining of a Report of the Taxing Officer	1	-	-
For every Certificate which shall be signed by Mr. Speaker	1	-	-
For Copies of any Documents in the office of the Taxing Officer, per folio of seventy-two words	-	1	-

THAT the same Fees be paid in case Mr. Speaker shall refer to the Taxing Officer any Bill of Costs, under the authority of an Act of the sixth year of his late Majesty King George the Fourth, "To establish a Taxation of Costs on Private Bills in the House of Commons."

THAT the said Fees be paid and applied in the same manner as the other Fees which are charged at the House of Commons.

Jovis, 22^a die Julii, 1847.

Ordered, THAT the said Table of Fees be a Standing Order of this House.

STANDING ORDERS.

R E P O R T

FROM THE

SELECT COMMITTEE

ON

STANDING ORDERS REVISION.

(1849.)

*Ordered, by the House of Commons, to be Printed,
19 July 1849.*

55

R E P O R T

OF THE

SELECT COMMITTEE

ON

S T R A N G E R S;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE.

Ordered, by The House of Commons, to be Printed,
12 July 1849.

Jovis, 14^o die Julii, 1849.

Ordered,—That a Select Committee be appointed to consider the present practice of this House in respect of the Exclusion of Strangers.

Veneris, 15^o die Junii, 1849.

Committee nominated :

Sir James Graham.
Mr. Disraeli.
Mr. Goulburn.
Sir George Grey.
Mr. Henley.

Sir John Hobhouse.
Mr. Hume.
Mr. John O'Connell.
Mr. Bernal.

Ordered,—That the said Committee have power to send for Persons, Papers and Records.

Ordered,—That Five be the Quorum of the said Committee.

Jovis, 21^o die Junii 1849.,

Sir Robert Peel.
The Lord Advocate.
Mr. G. A. Hamilton.

Mr. Brotherton.
Mr. Greene.
Mr. Evelyn Denison.

added to the Committee.

Jovis, 12^o die Julii, 1849.

Ordered,—That the Committee have power to report their Observations to the House.

R E P O R T.

THE SELECT COMMITTEE appointed to consider the present Practice of this House in respect of the EXCLUSION of STRANGERS, and who were empowered to report their observations to the House;—HAVE considered the Matter to them referred, and agreed to the following REPORT:—

THAT the existing usage of excluding Strangers during a Division, and upon the Notice by an individual Member that Strangers are present, has prevailed from a very early period of Parliamentary history: that the instances in which the power of an individual Member to exclude has been exercised have been very rare: and that it is the unanimous opinion of Your Committee, that there is no sufficient ground for making any alteration in the existing practice with regard to the Admission or Exclusion of Strangers.

12 *July* 1849.

PROCEEDINGS OF THE COMMITTEE.

Jovis, 12^o die Julii, 1849.

PRESENT :

Sir J. Graham.
Mr. Henley.
Sir G. Grey.
Sir J. Hobhouse.
Mr. J. O'Connell.
Sir R. Peel.

The Lord Advocate.
Mr. Hamilton.
Mr. Brotherton.
Mr. Greene.
Mr. E. Denison.
Mr. Goulburn.

Mr. *Greene* was called to the chair.

The Right Honourable *Charles Shaw Lefevre*, Speaker of the House of Commons, Examined.

The Committee deliberated.

Report read and agreed to.

Question,—“That the Chairman do report the same to the House,” put and agreed to.

R E P O R T

OF THE

SELECT COMMITTEE

OF

S T R A N G E R S ;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE.

*Ordered, by The House of Commons, to be Printed,
12 July 1849.*

498. +

Under 105.

